



# भारत का राजपत्र

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सं. 26] नई दिल्ली, जून 22, 2014—जून 28, 2014, शनिवार/आषाढ़ 1—आषाढ़ 7, 1936  
No. 26] NEW DELHI, JUNE 22, 2014—JUNE 28, 2014, SATURDAY/ASADHA 1—ASADHA 7, 1936

भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह पृथक संकलन के रूप में रखा जा सके  
Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)  
PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं  
Statutory Orders and Notifications Issued by the Ministries of the Government of India  
(Other than the Ministry of Defence)

### गृह मंत्रालय

नई दिल्ली, 24 जून, 2014

**का.आ. 1773.**—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 (यथा संशोधित, 1987) के नियम 10 के उप-नियम (4) के अनुसरण में, गृह मंत्रालय के निम्नलिखित कार्यालयों में हिन्दी का कार्यसाधक ज्ञान रखने वाले कर्मचारियों की संख्या 80% से अधिक हो जाने के फलस्वरूप एतद्द्वारा अधिसूचित करती है:

1. के.औ.सु. बल इकाई आरजीटीपीपी खेदड हिसार (हरियाणा)
2. के.औ.सु. बल इकाई पीटीपीएस पनकी कानपुर (उत्तर प्रदेश)
3. के.औ.सु. बल इकाई एचटीपीपी कासिमपुर, अलीगढ़ (उत्तर प्रदेश)
4. के.औ.सु. बल इकाई एसएसटीपीएस सूरतगढ़ (राजस्थान)
5. के.औ.सु. बल इकाई आईजीएसटीपीपी झाड़ली, झज्जर (हरियाणा)
6. के.औ.सु. बल इकाई ताजमहल, आगरा (उत्तर प्रदेश)
7. के.औ.सु. बल इकाई एसजेवीएनएल झाकड़ी (हिमाचल प्रदेश)

[सं. 12017/1/2012-हिन्दी]

अवधेश कुमार मिश्र, निदेशक (राजभाषा)

### MINISTRY OF HOME AFFAIRS

New Delhi, the 24th June, 2014

**S.O. 1773.**—In pursuance of sub-rule (4) of Rule 10 of the Official Languages (Use for Official Purposes of the Union) Rules, 1976 (as amended in 1987), the Central Government hereby notifies the following offices of the Ministry of Home Affairs, wherein the percentage of the staff having working knowledge of Hindi have gone above 80%.

1. CISF Unit RGTPP Khedar, Hissar (Haryana)
2. CISF Unit PTPS Panki, Kanpur (U.P.)
3. CISF Unit HTPP Kasimpur, Aligarh (U.P.)
4. CISF Unit SSTPS Suratgarh (Rajasthan)
5. CISF Unit IGSTPP Jharli, Jhajjar (Haryana)
6. CISF Unit Taj Mahal, Agra (U.P.)
7. CISF Unit SJVNL Jhakri (H.P.)

[No. 12017/1/2012-Hindi]

AVADHESH KUMAR MISHRA, Director (OL)

**कार्मिक, लोक शिकायत तथा पेंशन मंत्रालय**

(कार्मिक और प्रशिक्षण विभाग)

नई दिल्ली, 18 जून, 2014

**का.आ. 1774.**—दिल्ली विशेष पुलिस स्थापन अधिनियम, 1946 (1946 का अधिनियम सं. 25) की धारा 6 के साथ पठित धारा 5 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार, केरल राज्य सरकार, गृह विभाग (एम), तिरुवनंतपुरम की सहमति से दिनांक 6 सितम्बर, 2013 की अधिसूचना जी.ओ. (एमएस) सं. 223/2013/गृह और इसके दिनांक 14 फरवरी, 2014 के संशोधन जी.ओ. (एमएस) सं. 30/2014/गृह द्वारा पुलिस स्टेशन कासरगोड़ (केरल) में दर्ज अपराध सं. 47/2012, 48/2012, 49/2012, 551/2012 तथा 1088/2012 का अन्वेषण करने और साथ-साथ किसी व्यक्ति या व्यक्तियों की सलिप्तता जो उल्लिखित अपराधों के अन्वेषण के दौरान उजागर हो सकती है, के संबंध में उक्त अपराधों के प्रयासों, दुष्प्रेरणों एवं षड्यंत्रों के अन्वेषण करने के लिए एतद्वारा दिल्ली विशेष पुलिस स्थापन के सदस्यों की शक्तियों और न्यायाधिकार क्षेत्र का विस्तार संपूर्ण केरल राज्य पर करती है।

[फा. सं. 228/79/2013-एवीडी-II]

राजीव जैन, अवर सचिव

**MINISTRY OF PERSONNEL, PUBLIC  
GRIEVANCES AND PENSIONS**

(Department of Personnel and Training)

New Delhi, the 18th June, 2014

**S.O. 1774.**—In exercise of the powers conferred by sub-section (1) of section 5 read with section 6 of the Delhi Special Police Establishment Act, 1946 (Act No. 25 of 1946), the Central Government with the consent of the State

Government of Kerala, Home (M) Department, Thiruvananthapuram vide Notification G.O. (Ms.) No. 223/2013/Home dated 6th September, 2013 and its amendment vide G.O. (Ms.) No. 30/2014/Home dated 14th February, 2014, hereby extends the powers and Jurisdiction of the members of the Delhi Special Police Establishment to the whole State of Kerala for investigation of Crime Nos. 47/2012, 48/2012, 49/2012, 551/2012 and 1088/2012 registered at Police Station Kasaragod (Kerala) as well as involvement of any other person or persons which may come to light during the course of investigation of the offences mentioned in the above crimes and attempts, abetments and conspiracies in relation to or in connection with the above mentioned offence.

[F.No. 228/79/2013-AVD-II]

RAJIV JAIN, Under Secy.

**शुद्धिपत्र**

नई दिल्ली, 18 जून, 2014

**का.आ. 1775.**—इस विभाग की अधिसूचना संख्या 228/83/2013- एवीडी.-II दिनांक 12 मार्च, 2014 की तेरहवीं पंक्ति में उल्लिखित शब्द "on case to case basis" को हटाया जाता है।

[फा. सं. 228/83/2013-ए.वी.डी.-II]

राजीव जैन, अवर सचिव

**CORRIGENDUM**

New Delhi, the 18th June, 2014

**S.O. 1775.**—In the Notification No. 228/83/2013-AVD.-II dated 12th March, 2014 of this Department, the words "on case to case basis" appearing in thirteenth line are deleted.

[F.No. 228/83/2013-AVD.-II]

RAJIV JAIN, Under Secy.

**उपभोक्ता मामले, खाद्य और सार्वजनिक वितरण मंत्रालय**

(उपभोक्ता मामले विभाग)

भारतीय मानक ब्यूरो

नई दिल्ली, 15 मार्च 2014

**का.आ. 1776.**—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उप-नियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन भारतीय मानकों के विवरण नीचे अनुसूची में दिए गए हैं वे स्थापित हो गये हैं।

**अनुसूची**

| क्रम संख्या | स्थापित भारतीय मानक (कों) की संख्या, वर्ष और शीर्षक                                      | स्थापित तिथि  | भारतीय मानक (कों) जो कि रद्द होने हैं, अगर है की संख्या, वर्ष और शीर्षक             | रद्द होने की तिथि |
|-------------|--|---------------|---|-------------------|
| (1)         | (2)  | (3)           | (4)   | (5)               |
| 1.          | आई एस 1161 : 2014—इस्पात नलिकाएं सरचनात्मक उपयोगों के लिये — विषिष्ट (पांचवां पुनरीक्षण) | 15 मार्च 2014 | आई एस 1161 : 1998 इस्पात नलिकाएं सरचनात्मक उपयोगों के लिये—विषिष्ट (चौथा पुनरीक्षण) | 15 मार्च 2014     |

| (1) | (2)  | (3)           | (4)  | (5)              |
|-----|--|---------------|--|------------------|
| 2.  | आई एस/आई एस ओ 1701-2 : 2004<br>परिवर्ती ऊँचाई वाली टेबल मिलिंग मशीनों की<br>परीक्षण शर्तें परिपुद्धता हेतु परीक्षण भाग 2<br>उर्ध्वाधर तर्कु वाली मशीनें  | 15 मार्च 2014 | आई एस 2200 (भाग 3): 2002 /<br>आई एस ओ 1701-3 : 2004<br>परिवर्ती उँचाई वाली टेबल मिलिंग<br>मशीनों की परीक्षण शर्तें परिपुद्धता हेतु<br>परीक्षण भाग 3 उर्ध्वाधर तर्कु वाली मशीनें  | 15 मार्च<br>2014 |
| 3.  | आई एस 3196 (भाग 1) : 2013 अल्प दाब<br>द्रवणीय गैसों के लिए 5 लिटर से अधिक<br>जल क्षमता वाले बेल्डित अल्प कार्बन इस्पात<br>के सिलिंडर भाग 1 द्रवित पेट्रोलियम गैस<br>एल पी जी के लिये सिलिंडर-विषिष्टि<br>(छठा पुनरीक्षण)                     | 15 मार्च 2014 | आई एस 3196 (भाग 1) : 2013 अल्प<br>दाब द्रवणीय गैसों के लिए 5 लिटर से<br>अधिक जल क्षमता वाले बेल्डित अल्प<br>कार्बन इस्पात के सिलिंडर भाग 1 द्रवित<br>पेट्रोलियम गैस एल पी जी के लिये<br>सिलिंडर – विषिष्टि (पाँचवाँ पुनरीक्षण) | 15 मार्च<br>2014 |
| 4.  | आई एस 3406 (भाग 2) : 2014 काउंटरसिक<br>एवं काउंटरबोर के आयाम भाग 2 काउंटरबोर<br>(तीसरा पुनरीक्षण)  | 15 मार्च 2014 | आई एस 3406 (भाग 2) : 2014<br>काउंटरसिक एवं काउंटरबोर के आयाम<br>भाग 2 काउंटरबोर (दूसरा पुनरीक्षण)<br>(तीसरा पुनरीक्षण)   | 15 मार्च<br>2014 |
| 5.  | आई एस 4081 : 2013<br>ब्लास्टिंग और संबंधित<br>ड्रिलिंग कार्य-सुरक्षा संहिता<br>(दूसरा पुनरीक्षण)   | 15 मार्च 2014 | आई एस 4081 : 2013<br>ब्लास्टिंग और संबंधित ड्रिलिंग<br>कार्य – सुरक्षा संहिता<br>(पहला पुनरीक्षण)  | 15 मार्च<br>2014 |
| 6.  | आई एस 5916 : 2013 गर्म बिटुमिनस<br>सामग्री को प्रयुक्त कर निर्माण-सुरक्षा<br>संहिता (पहला पुनरीक्षण)   | 15 मार्च 2014 | आई एस 5916 : 1970 गर्म<br>बिटुमिनस सामग्री को प्रयुक्त कर<br>निर्माण करने के लिए सुरक्षा संहिता  | 15 मार्च<br>2014 |
| 7.  | आई एस 6255 : 2013 बेलनाकार शैंक<br>युक्त डोवीटेल कटर्स और प्रतीव (इनवर्स)<br>डोवीटेल कटर्स (तीसरा पुनरीक्षण)   | 15 मार्च 2014 | आई एस 6255 : 2013 बेलनाकार शैंक<br>युक्त डोवीटेल कटर्स और प्रतीव (इनवर्स)<br>डोवीटेल कटर्स (दूसरा पुनरीक्षण)   | 15 मार्च<br>2014 |
| 8.  | आई एस 14872 (भाग 1) : 2014 /<br>आई एस ओ 3408-1 : 2006 बाल स्क्रू<br>भाग 1 पारिभाषिक शब्दावली और अभिनाम<br>(पहला पुनरीक्षण)   | 15 मार्च 2014 | आई एस 14872 (भाग 1) : 2014 /<br>आई एस ओ 3408-1 : 1991 बाल<br>स्क्रू भाग 1 पारिभाषिक शब्दावली और<br>अभिनाम  | 15 मार्च<br>2014 |
| 9.  | आई एस 14872 (भाग 3) : 2013 /<br>आई एस ओ 3408-3 : 2006 बाल स्क्रू<br>भाग 3 स्वीकरण स्थितियाँ और स्वीकरण<br>परीक्षण (पहला पुनरीक्षण)   | 15 मार्च 2014 | आई एस 14872 (भाग 3) : 2013 /<br>आई एस ओ 3408-3 : 1992 बाल स्क्रू<br>भाग 3 स्वीकरण स्थितियाँ और स्वीकरण<br>परीक्षण  | 15 मार्च<br>2014 |
| 10. | आई एस 15248 (भाग 1) : 2013 मशीन<br>औजार – दो पीस के जॉ वाली स्वत<br>केन्द्रित चकों के आयाम तथा ज्यामितीय<br>परीक्षण भाग 1 जीभ एवं खोंच प्रकार के<br>जबड़ों वाली हस्तचालित चकें भाग 1 जीभ<br>एवं खोंच प्रकार के जबड़ों वाली हस्तचालित<br>चकें | 15 मार्च 2014 | आई एस 15248 : 2002/आई एस ओ<br>3442 : 1991 भारतीय मानक मशीन टूल्स<br>के लिए दो – पीस जबड़ों वाली स्वतः<br>केन्द्रण वाली चक (टंग व गुव टाईप) –<br>अन्तर्विनिमय योग्य माप तथा स्वीकरण<br>परीक्षण विशिष्टियाँ                      | 15 मार्च<br>2014 |
| 11. | आई एस 15248 (भाग 2) : 2013 मशीन<br>औजार-दो पीस के जॉ वाली स्वत केन्द्रित<br>चकों के आयाम तथा ज्यामितीय परीक्षण   | 15 मार्च 2014 | —  | 15 मार्च<br>2014 |

| (1) | (2)   | (3)           | (4)  | (5)           |
|-----|---|---------------|--|---------------|
|     | भाग 2 जीभ एवं खोंच प्रकार के जबड़ों वाली पावर चालित चकें भाग 2 जीभ एवं खोंच प्रकार के जबड़ों वाली पावर चालित चकें   |               |  |               |
| 12. | आई एस 15248 (भाग 3) : 2013 मशीन औजार—दो पीस के जो वाली स्वत केन्द्रित चकों के आयाम तथा ज्यामितीय परीक्षण भाग 3 क्रकाचित (सेरेटेड) — जबड़ों वाली पावर चालित चकें     | 15 मार्च 2014 |  | 15 मार्च 2014 |
| 13. | आई एस 15883 (भाग 5) : 2013 निर्माण परियोजना प्रबंधन — दिषा—निर्देश भाग 5 स्वास्थ्य व सुरक्षा प्रबंधन  | 15 मार्च 2014 |  | 15 मार्च 2014 |
| 14. | आई एस 15975 : 2013 गैस सिलिंडर—गैस सिलिंडरों की भराई की अवस्थाएं  | 15 मार्च 2014 | आई एस 8866 : 1978 गैस सिलिंडर में भरी उच्च दाब उवणीय गैसों हेतु भरण अनुपात और संगत उत्पन्न दाब<br>आई एस 8867 : 1978 गैस सिलिंडर में भरी निम्न दाब उवणीय गैसों हेतु संतृप्त वाष्प दाब और परीक्षण दाब<br>आई एस 8868 : 1988 प्रयोग किए जा रहे गैस सिलिंडरों के आवधिक निरीक्षण अन्तराल | 15 मार्च      |
| 15. | आई एस 16054 : 2013 आवधिक निरीक्षण एवं परीक्षण — द्रवित पेट्रोलियम गैस एलपीजी के लिए 5—लिटर से अधिक जल क्षमता वाले वेल्डित अल्प कार्बन इस्पात के सिलिंडर—रीति संहिता | 31 मार्च 2014 |  | 31 मार्च 2014 |
| 16. | आई एस 16059 : 2013 ठोस कार्बाइड समांतर शैंक ऐंठित बरमा जॉबर श्रृंखला — विषिष्टि   | 15 मार्च 2014 |  | 15 मार्च 2014 |
| 17. | आई एस 16060 : 2013 ठोस कार्बाइड समांतर शैंक ऐंठित बरमा स्टब श्रृंखला—विषिष्टि   | 15 मार्च 2014 |  | 15 मार्च 2014 |
| 18. | आई एस 16136 : 2013 ठोस कार्बाइड सतत समानांतर शैंक वाले एण्ड मिल—विषिष्टि  | 15 मार्च 2014 |  | 15 मार्च 2014 |
| 19. | आई एस/आई एस ओ/टी एस 800004—4 : 2011 नैनोप्रौद्योगिकी शब्दावली भाग नैनोस्ट्रक्चर्ड सामग्रियाँ  | 15 मार्च 2014 |  | 15 मार्च 2014 |

इस भारतीय मानक की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुरशाह जफर मार्ग, नई दिल्ली—110 002 क्षेत्रीय कार्यालयों: नई दिल्ली, कोलकता, चण्डीगढ़, चेन्नई, मुम्बई, तथा शाखा कार्यालयों: अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, पटना, पूणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं। भारतीय मानकों को <http://www.standardsbis.in> द्वारा इंटरनेट पर खरीदा जा सकता है।

[संदर्भ : PUB/GN-1]

कला एम. वारियर, निदेशक (विदेशी भाषा एवं प्रकाशन)

**MINISTRY OF CONSUMER AFFAIRS, FOOD AND PUBLIC DISTRIBUTION****(Department of Consumer Affairs)****(BUREAU OF INDIAN STANDARDS)**

New Delhi, the 15th March, 2014

**S.O. 1776.**—In pursuance of Clause (b) of sub-rule (1) of Rules 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which are given in the second column of Schedule hereto annexed has been established on the date indicated against it in third column. The particulars of the standards, if any, which are given in the fourth column shall also remain in force concurrently till they are cancelled on the date indicated against them in the fifth column.

**SCHEDULE**

| Sl No. | No. & Year of the Indian Standards Established  | Date of Establishment | No. & Year of the Indian Standards to be cancelled, if any  | Date of cancellation |
|--------|---|-----------------------|---|----------------------|
| (1)    | (2)   | (3)                   | (4)   | (5)                  |
| 1.     | IS 1161 : 2014 Steel Tubes for Structural Purposes - Specification (Fifth Revision)   | 15 March 2014         | IS 1161 : 1998 Steel Tubes for Structural Purposes - Specification (Fourth Revision)  | 15 March 2014        |
| 2.     | IS/ISO 1701-2 : 2004 Test Conditions for Milling Machines with table of variable height-Testing of Accuracy Part 2 Machines with vertical spindle   | 15 March 2014         | IS 2200 (Part 3) : 2002/ISO 1701-3 : 1997 Test conditions for milling machines with table of variable height - Testing of accuracy Part 3 Machines with vertical spindle  | 15 March 2014        |
| 3.     | IS 3196 (Part 1) : 2013 Welded Low Carbon Steel Cylinders Exceeding 5 Liters Water Capacity for Low Pressure Liquefiable Gases Part 1 Cylinders for Liquefied Petroleum Gased (LPG)- Specification (Six Revision) | 15 March 2014         | IS 3196 (Part 1) : 2006 Welded Low Carbon Steel Cylinders Exceeding 5 Liters Water Capacity For Low Pressure Liquefiable Gases Part 1 Cylinders For Liquefied Petroleum Gases (LPG)- Specification (Fifth Revision) | 15 March 2014        |
| 4.     | IS 3406 (Part 2) : 2014 Dimensions for countersinks and counterbores Part 2 Counterbores (Third Revision)   | 15 March 2014         | IS 3406 (Part 2) : 1986 Dimensions for countersinks and counterbores Part 2 Counterbores (Second Revision)  | 15 March 2014        |
| 5.     | IS 4081 : 2013 Blasting and Related Drilling Operations - Code of Safety (Second Revision)  | 15 March 2014         | IS 4081 : 1986 Safety code for blasting and related drilling operations (First Revision)  | 5 March 2014         |
| 6.     | IS 5916 : 2013 Constructions involving Use of Hot Bituminous Materials- Code of Safety (First Revision)   | 15 March 2014         | IS 5916 : 1970 Safety code for construction involving use of hot bituminous materials   | 15 March 2014        |
| 7.     | IS 6255 : 2013 Inverse dovetail cutters and dovetail cutters with cylindrical shank (Third Revision)  | 15 March 2014         | IS 6255 : 1995 Inverse dove-tail and dove-tail milling cutters - Specification (Second Revision)  | 15 March 2014        |
| 8.     | IS 148 72 (Part 1) : 2014/ISO 3408-1 : 2006 Ball Screws-Part 1 Vocabulary and designation (First Revision)  | 15 March 2014         | IS 14872 (Part 1) : 2000/ISO 3408-1 : 1991 Ball Screws - Part 1 : Vocabulary and designation  | 15 March 2014        |
| 9.     | IS 14872 (Part 3) : 2013/ISO 3408-3 : 2006 Ball screws-Part 3 : Acceptance conditions and acceptance tests (First Revision)   | 15 March 2014         | IS 14872 (Part 3) : 2000/ISO 3408-3 : 1992 Ball screws - Part 3 : Acceptance conditions and acceptance tests  | 15 March 2014        |
| 10.    | IS 15248 (Part 1):2013/ISO 3442-1: 2005 Machine tools – Dimensions and geometric tests for self-centring chucks with two-piece jaws Part 1 Manually operated chucks with Tongue and Groove type jaws              | 15 March 2014         | IS 15248 :2002/ISO 3442 : 1991 Self-centring chucks for machine tools with two-piece jaws (tounge and groove type) - Sizes for interchangeability and acceptance test specification                                 | 15 March 2014        |

| (1) | (2)  | (3)           | (4)   | (5)           |
|-----|--|---------------|---|---------------|
| 11. | IS 15248 (Part 2):2013/ISO 3442-2: 2005 Machine tools – Dimensions and geometric tests for self-centring chucks with two-piece jaws Part 2 Power- operated chucks with Tongue and Groove type jaws | 15 March 2014 | —   | 15 March 2014 |
| 12. | IS 15248 (Part 3):2014/ISO 3442-3: 2007 Machine tools–Dimensions and geometric tests for self-centring chucks with two-piece jaws Part 3 Power-operated chucks with serrated jaws                  | 15 March 2014 | —   | 15 March 2014 |
| 13. | IS 15883 (Part 5) : 2013 Construction Project Management - Guidelines : Part 5 Health and Safety Management  | 15 March 2014 | —   | 15 March 2014 |
| 14. | IS 15975 : 2013 Gas Cylinders- Conditions for Filling Gas Cylinders  | 15 March 2014 | IS 8866 : 1978 Filling ratios and corresponding developed pressure for high pressure liquefiable gases contained in gas cylinder IS 8867 : 1978 Saturated vapour pressure and test pressure for low pressure liquefiable gases contained in gas cylinders IS 8868 : 1988 Periodical inspection interval of gas cylinders in use | 15 March 2014 |
| 15. | IS 16054 : 2013 Periodic Inspection and Testing - Welded Low Carbon Steel Cylinders Exceeding 5 - Liter Water Capacity for Liquefied Petroleum Gas (LPG) - Code of Practice                        | 31 March 2014 | —   | 31 March 2014 |
| 16. | IS 16059 : 2013 Solid carbide parallel shank twist drills jobber series- Specification   | 15 March 2014 | —   | 15 March 2014 |
| 17. | IS 16060 : 2013 Solid carbide parallel shank twist drills stub series- Specification   | 15 March 2014 | —   | 15 March 2014 |
| 18. | IS 16136 : 2013 Indian standard Solid carbide end mills with continuous parallel shank - Specification   | 15 March 2014 | —   | 15 March 2014 |
| 19. | IS/ISO/TS 80004-4 : 2011 Nanotechnologies-Vocabulary Part 4 Nanostructured Materials   | 15 March 2014 | —   | 15 March 2014 |

Copies of these standards are available for sale with the Bureau of Indian Standards, Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi – 110002 and Regional Offices : Kolkatta, Chandigarh, Chennai, Mumbai and also Branch Offices: Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Kochi.

Date : 15.03.2014

[Ref: PUB/GN-1]

KALA M. VARIAR, Director (Foreign Languages & Publications)

नई दिल्ली, 31 मार्च, 2014

**का.आ. 1777.**—भारतीय मानक ब्यूरो नियम 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन भारतीय मानकों के विवरण नीचे अनुसूची में दिए गए हैं वे स्थापित हो गये हैं।

## अनुसूची

| क्रम संख्या | स्थापित भारतीय मानक (कों) की संख्या वर्ष और शीर्षक   | स्थापित तिथि  | भारतीय मानक (कों) जो कि रद्द होने हैं, अगर है, की संख्या वर्ष और शीर्षक   | रद्द होने की तिथि |
|-------------|--|---------------|---|-------------------|
| (1)         | (2)  | (3)           | (4)   | (5)               |
| 1.          | आई एस/आई एस ओ 105-E03 : 2010 : वस्त्रादि-रंग के पक्केपन का परीक्षण भाग ई03 क्लोरीनीकृत जल के प्रति रंग का पक्कापन (तरण ताल-जल) | 31 मार्च 2014 | आईएस:4803:1985 क्लोरीतिकृत जल के प्रति वस्त्रादि सामग्री के रंग के पक्केपन को ज्ञात करने की विधि (तरणताल-जल) (पहला पुनरीक्षण) | 31 मार्च 2014     |
| 2.          | आई एस/आई एस ओ 105-E05 : 2010 वस्त्रादि रंग के पक्केपन का परीक्षण भाग ई05 धब्बे के प्रति रंग का पक्कापन: अम्ल                   | 31 मार्च 2014 | NA  | NA                |
| 3.          | आई एस 2239 : 2013 पशुधन आहार घटक के रूप में गेहूँ चोकर विशिष्ट (दूसरा पुनरीक्षण)   | 31 मार्च 2014 | आई एस 2239 : 1971 पशुधन आहार घटक के रूप में गेहूँ चोकर विशिष्ट (पहला पुनरीक्षण)   | 31 मार्च 2014     |
| 4.          | आई एस 3406 (भाग 2) : 2014 काउंटरसिंक एंव काउंटरबोर के आयाम भाग 2 काउंटरबोर (तीसरा पुनरीक्षण)                                   | 31 मार्च 2014 | आई एस 3406 (भाग 2) : 1986 काउंटरसिंक एंव काउंटरबोर के आयाम भाग 2 काउंटरबोर (दूसरा पुनरीक्षण)                                  | 31 मार्च 2014     |
| 5.          | आई एस 4081 : 2013 ब्लास्टिंग और संबंधित ड्रिलिंग कार्य - सुरक्षा संहिता (दूसरा पुनरीक्षण)                                      | 31 मार्च 2014 | आई एस 4081:1986 ब्लास्टिंग और संबंधित ड्रिलिंग कार्य की सुरक्षा संहिता (पहला पुनरीक्षण)                                       | 31 मार्च 2014     |
| 6.          | आई एस 4811 : 2014 दाल चीनी साबुत-विषिष्ट (दूसरा पुनरीक्षण)   | 31 मार्च 2014 | आई एस 4811 : 1992 दाल चीनी साबुत - विषिष्ट पुनरीक्षण (पहला पुनरीक्षण)   | 31 मार्च 2014     |
| 7.          | आई एस 5916 : 2013 गर्म बिटुमिनस सामग्री को प्रयुक्त कर निर्माण - सुरक्षा संहिता (पहला पुनरीक्षण)                               | 31 मार्च 2014 | आईएस 5916 : 1970 गर्म बिटुमिनस सामग्री को प्रयुक्त कर निर्माण की सुरक्षा संहिता   | 31 मार्च 2014     |
| 8.          | आई एस 6213 (भाग 12 ) : 2013 लुगदी के लिए परीक्षण पद्धति भाग 12 कैल्शियम सामग्री ज्ञात करना (पहला पुनरीक्षण)                    | 31 मार्च 2014 | आई एस 6213 (भाग 12 ) : 1975 लुगदी के लिए परीक्षण पद्धति भाग 12 कैल्शियम सामग्री ज्ञात करना                                    | 31 मार्च 2014     |
| 9.          | आई एस 6213 (भाग 13 ) : 2013 लुगदी के लिए परीक्षण पद्धति भाग 13 तांबा सामग्री ज्ञात करना (पहला पुनरीक्षण)                       | 31 मार्च 2014 | आई एस 6213 (भाग 13 ) : 1975 लुगदी के लिए परीक्षण पद्धति भाग 13 तांबा सामग्री ज्ञात करना                                       | 31 मार्च 2014     |
| 10.         | आई एस 6213 (भाग 14 ) : 2013 लुगदी के लिए परीक्षण पद्धति भाग 14 लोहा सामग्री ज्ञात करना (पहला पुनरीक्षण)                        | 31 मार्च 2014 | आई एस 6213 (भाग 14) : 1975 लुगदी के लिए परीक्षण पद्धति भाग 14 लोहा सामग्री ज्ञात करना   | 31 मार्च 2014     |
| 11.         | आई एस 6213 (भाग 15 ) : 2013 लुगदी के लिए परीक्षण पद्धति भाग 15 मैंगनीज सामग्री ज्ञात करना (पहला पुनरीक्षण)                     | 31 मार्च 2014 | आई एस 6213 (भाग 15) : 1975 लुगदी के लिए परीक्षण पद्धति भाग 15 मैंगनीज सामग्री ज्ञात करना                                      | 31 मार्च 2014     |
| 12.         | आई एस 13145 : 2014 मिर्च एवं मसाले-नमूने लेने की पद्धतियाँ (दूसरा पुनरीक्षण)   | 31 मार्च 2014 | आई एस 13145:1993 मिर्च एवं मसाले-नमूने लेने की पद्धतियाँ (पहला पुनरीक्षण)   | 31 मार्च 2014     |



| (1) | (2)  | (3)           | (4)  | (5)              |
|-----|--|---------------|--|------------------|
| 13. | आई एस 13252 (भाग 21) : 2013<br>आई ई सी 60950-21 : 2002 सूचना<br>प्रौद्योगिकी उपस्कर — सुरक्षा भाग 21 दूरस्थ<br>पावर प्रभरण                                       | 31 मार्च 2014 | Nil  | NA               |
| 14  | आई एस/आई एस ओ 13936-1 : 2004<br>वस्त्रादि — बुने हुए कपड़ों के सीवन में लगे<br>धागे की स्लिपपेज प्रतिरोधिता ज्ञात करना<br>भाग 1 स्थाई सीवन ओपनिंग विधि           | 31 मार्च 2014 | Nil  | NA               |
| 15  | आई एस /आई एस ओ 13936-2 : 2004<br>वस्त्रादि — बुने हुए कपड़ों के सीवन में लगे धागे<br>की स्लिपपेज प्रतिरोधिता ज्ञात करना भाग 3<br>स्थायी भार विधि                 | 31 मार्च 2014 | Nil  | NA               |
| 16  | आई एस /आई एस ओ 13936-3 : 2005<br>वस्त्रादि — बुने हुए कपड़ों के सीवन में लगे<br>धागे की स्लिपपेज प्रतिरोधिता ज्ञात करना<br>भाग 3 सुई क्लैम्प विधि                | 31 मार्च 2014 | Nil  | NA               |
| 17  | आई एस 14147 (भाग 7) : 2013 एस ओ/<br>आई ई सी 7811-7 : 2004 पहचान कार्ड्स—<br>विषिष्टि रिकॉर्डिंग तकनीक भाग 7 चुंबकीय<br>पट्टी—विषिष्टि उच्च चक्रीय, उच्च घनत्व आई | 31 मार्च 2014 | Nil  | NA               |
| 18  | आई एस 15981 : 2013 एसीटमीप्राईड,<br>तकनीकी—विषिष्टि  | 31 मार्च 2014 | Nil  | NA               |
| 19  | आई एस 15985 : 2013 ट्राईसाईक्लाजोल<br>आद्रकरणीय पाउडर (डब्ल्यू पी )—विषिष्टि   | 31 मार्च 2014 | Nil  | NA               |
| 20  | आई एस 16095 : 2013 हैजमेट वाहन—विषिष्टि  | 31 मार्च 2014 | Nil  | NA               |
| 21  | आई एस 16143 (भाग 1) : 2013 हार्ड कोयला<br>एवं कोक—यांत्रिक नमूने लेना आई एस ओ—<br>13909-1 : 2001 भाग 1 सामान्य परिचय   | 31 मार्च 2014 | आई एस 436 (भाग 1/खंड 2) : 1976<br>एवं आई एस 436 (भाग 2) : 1965 | 31 मार्च<br>2014 |
| 22  | आई एस 16143 (भाग 2) : 2013<br>आई एस ओ 13909-2 : 2001 हार्ड कोयला<br>एवं कोक—यांत्रिक नमूने लेना भाग 2 कोयला—<br>चल धाराओं से नमूने लेना                          | 31 मार्च 2014 | आई एस 436 (भाग 1/खंड 2) : 1976<br>एवं आई एस 436 (भाग 2) : 1965 | 31 मार्च<br>2014 |
| 23  | आई एस 16143 (भाग 3) : 2013<br>आई एस ओ 13909-3 : 2001 हार्ड कोयला<br>एवं कोक — यांत्रिक नमूने लेना भाग 3<br>कोयला—स्टेपनेरी लॉट से नमूने लेना                     | 31 मार्च 2014 | आई एस 436 (भाग 1/खंड 2) : 1976<br>एवं आई एस 436 (भाग 2) : 1965 | 31 मार्च<br>2014 |
| 24  | आई एस 16143 (भाग 4) : 2013<br>आई एस ओ 13909-4 : 2001 हार्ड कोयला<br>एवं कोक—यांत्रिक नमूने लेना भाग 4 कोयला—<br>परीक्षण नमूनों की तैयारी                         | 31 मार्च 2014 | आई एस 436 (भाग 1/खंड 2) : 1976<br>एवं आई एस 436 (भाग 2) : 1965 | 31 मार्च<br>2014 |



| (1) | (2)   | (3)           | (4)  | (5)              |
|-----|---|---------------|--|------------------|
| 25  | आई एस 16143 (भाग 5) : 2013 आईएसओ—<br>13909—5 : 2001 हार्ड कोयला एवं—कोक—<br>यांत्रिक नमूने लेना भाग 5 कोक—चल धाराओं<br>से नमूने लेना  | 31 मार्च 2014 | आई एस 436 (भाग 1/खंड 2) : 1976<br>एवं आई एस 436 (भाग 2) : 1965 | 31 मार्च<br>2014 |
| 26  | आई एस 16143 (भाग 7) : 2013 आईएसओ—<br>13909—7 : 2001 हार्ड कोयला एवं कोक—<br>यांत्रिक नमूने लेना भाग 7 कोक कृन्मूने लेने,<br>नमूनों की तैयारी तथा परीक्षण की परिपुद्धता<br>ज्ञात करने की पद्धतियां | 31 मार्च 2014 | आई एस 436 (भाग 1/खंड 2) : 1976<br>एवं आई एस 436 (भाग 2) : 1965 | 31 मार्च<br>2014 |
| 27  | आई एस 16143 (भाग 8) : 2013<br>आई एस ओ 13909—8 : 2001 हार्ड कोयला<br>एवं कोक — यांत्रिक नमूने लेना भाग 8<br>अभिनति परीक्षण की पद्धतियां  | 31 मार्च 2014 | आई एस 436 (भाग 1/खंड 2) : 1976<br>एवं आई एस 436 (भाग 2) : 1965 | 31 मार्च<br>2014 |

इस भारतीय मानक की प्रतियां भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुरसाह जफर मार्ग, नई दिल्ली 110 002 क्षेत्रीय कार्यालयों: नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई, तथा शाखा कार्यालयों: अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं। भारतीय मानकों को <http://www.standardsbis-in> द्वारा इंटरनेट पर खरीदा जा सकता है।

दिनांक 31 मार्च, 2014

[संदर्भ : PUB/GN-1]

कला एम. वारियर, निदेशक (विदेशी भाषा एवं प्रकाशन)

New Delhi, the 31st March, 2014

**S.O. 1777.**—In pursuance of Clause (b) of sub-rule (1) of Rules 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which are given in the second column of Schedule hereto annexed has been established on the date indicated against it in third column. The particulars of the standards, if any, which are given in the fourth column shall also remain in force concurrently till they are cancelled on the date indicated against them in the fifth column.

#### SCHEDULE

| Sl No. | No. & Year of the Indian Standards Established   | Date of Establishment | No. & Year of the Indian Standards to be cancelled, if any   | Date of cancellation |
|--------|--|-----------------------|--|----------------------|
| (1)    | (2)  | (3)                   | (4)  | (5)                  |
| 1.     | IS/ISO 105-E03 : 2010-Textiles-Tests for colour fastness - Part E03 : Colour Fastness to Chlorinated water (Swimming-pool water) | 31 March, 2014        | IS 4803 : 1985 Method for determination of colour fastness of textile materials to chlorinated water (swimming bath water (First Revision) | 31 March, 2014       |
| 2.     | IS/ISO 105-E05 : 2010 Textiles-Test for colour fastness - Part E05 : Colour fastness to spotting : acid                          | 31 March, 2014        | Nil  | NA                   |
| 3.     | IS 2239 : 2013 Wheat Bran As Livestock Feed - Specification (Second Revision)  | 31 March, 2014        | IS 2239 : 1971 Wheat Bran as Livestock Feed - Specification (First Revision)   | 31 March, 2014       |
| 4.     | IS 3406 (Part 2) : 2014 Dimensions for countersinks and counterbores Part 2 Counterbores (Third Revision)                        | 31 March, 2014        | IS 3406 (Part 2) : 1986 Dimensions for countersinks and counterbores Part 2 Counterbores (Second Revision)                                 | 31 March, 2014       |

| (1) | (2)   | (3)            | (4)  | (5)            |
|-----|---|----------------|--|----------------|
| 5.  | IS 4081 : 2013 Blasting and Related Drilling Operations - Code of Safety (Second Revision)  | 31 March, 2014 | IS 4081 : 1986 Safety code for blasting and related drilling operations (First Revision)     | 31 March, 2014 |
| 6.  | IS 4811: 2014 Cinnamon, Whole-Specification (Second Revision)   | 31 March, 2014 | S 4811: 1992 Cinnamon, Whole-Specification (First Revision)                                  | 31 March, 2014 |
| 7.  | IS 5916 : 2013 Constructions involving use of Hot Bituminous Materials-Code of Safety (First Revision)  | 31 March, 2014 | IS 5916 : 1970 Safety code for construction involving use of hot bituminous materials        | 31 March, 2014 |
| 8.  | IS 6213 (Part 12) : 2013 Methods of test for pulp Part 12 Determination of calcium content (First Revision)   | 31 March, 2014 | IS 6213 (Part 12) : 1975 Methods of test for pulp Part 12 Determination of calcium content   | 31 March, 2014 |
| 9.  | IS 6213 (Part 13) : 2013 Methods of test for pulp Part 13 Determination of copper content (First Revision)  | 31 March, 2014 | IS 6213 (Part 13) : 1975 Methods of test for pulp Part 13 Determination of copper content    | 31 March, 2014 |
| 10. | IS 6213 (Part 14) : 2013 Methods of test for pulp Part 14 Determination of Iron Content (First Revision)  | 31 March, 2014 | IS 6213 (Part 14) : 1975 Methods of test for pulp Part 14 Determination of Iron Content      | 31 March, 2014 |
| 11. | IS 6213 (Part 15) : 2013 Methods of test for pulp Part 15 Determination of of Manganese Content (First Revision)                                    | 31 March, 2014 | IS 6213 (Part 15) : 1975 Methods of test for pulp Part 15 Determination of Manganese Content | 31 March, 2014 |
| 12. | IS 13145 : 2014 Spices and Condiments-Methods of Sampling (Second Revision)   | 31 March, 2014 | IS 13145 : 1993 Spices and Condiments-Methods of Sampling (First Revision)                   | 31 March, 2014 |
| 13. | IS 13252 (Part 21) : 2013 Information Technology Equipment-Safety Part 21 Remote Power Feeding  | 31 March, 2014 | Nil  | NA             |
| 14. | IS/ISO 13936 (Part 1) : 2004 Textiles-Determination of the slippage resistance of yarns at a seam in woven fabrics Part 1 Fixed seam opening method | 31 March, 2014 | Nil  | NA             |
| 15. | IS/ISO 13936 (Part 2) : 2004 Textiles-Determination of the slippage resistance of yarns at a seam in woven fabrics Part 2 Fixed load method         | 31 March, 2014 | Nil  | NA             |
| 16. | IS/ISO 13936 (Part 3) : 2005 Textiles-Determination of the slippage resistance of yarns at a seam in woven fabrics Part 3 Needle clamp method       | 31 March, 2014 | Nil  | NA             |
| 17. | IS 14147 (Part 7) : 2013 Identification Cards-Recording Technique Part 7 Magnetic Stripe - High Coercivity, High Density                            | 31 March, 2014 | NA   | NA             |
| 18. | 15981 : 2013 Acetamiprid Technical-Specification  | 31 March, 2014 | NA   | NA             |
| 19. | IS 15985 : 2013 Tricyclazole, Wettable Provides-Specification   | 31 March, 2014 | NA   | NA             |
| 20. | IS 16095 : 2013 Hazmat Vehicle-Specification  | 31 March, 2014 | NA   | NA             |

| (1) | (2)  | (3)            | (4)  | (5)            |
|-----|--|----------------|--|----------------|
| 21. | IS 16143 (Part 1): 2014 'Hard coal and coke - Mechanical sampling : Part 1 General introduction'   | 31 March, 2014 | IS 436 (Part I/Sec 2) : 1976 and IS 436 (Part II) : 1965 | 31 March, 2014 |
| 22. | IS 16143 (Part 2): 2014 'Hard coal and coke - Mechanical sampling : Part 2 Coal - Sampling from moving streams   | 31 March, 2014 | IS 436 (Part I/Sec 2) : 1976 and IS 436 (Part II) : 1965 | 31 March, 2014 |
| 23. | IS 16143 (Part 3): 2013 'Hard coal and coke - Mechanical sampling : Part 3 Coal - Sampling from stationary lots'   | 31 March, 2014 | IS 436 (Part I/Sec 2) : 1976 and IS 436 (Part II) : 1965 | 31 March, 2014 |
| 24. | IS 16143 (Part 4): 2013 'Hard coal and coke - Mechanical sampling : Part 4 Coal-Preparation of test samples  | 31 March, 2014 | IS 436 (Part I/Sec 2) : 1976 and IS 436 (Part II) : 1965 | 31 March, 2014 |
| 25. | IS 16143 (Part 5): 2013 'Hard coal and coke - Mechanical sampling : Part 5 - Coke - Sampling from moving stream'   | 31 March, 2014 | IS 436 (Part I/Sec 2) : 1976 and IS 436 (Part II) : 1965 | 31 March, 2014 |
| 26. | IS 16143 (Part 7): 2013 'Hard coal and coke - Mechanical sampling : Part 7 Methods for determining the precision of sampling, sample preparation and testing | 31 March, 2014 | IS 436 (Part I/Sec 2) : 1976 and IS 436 (Part II) : 1965 | 31 March, 2014 |
| 27. | IS 16143 (Part 8): 2013 'Hard coal and coke-Mechanical sampling : Part 8 Methods of testing for bias   | 31 March, 2014 | IS 436 (Part I/Sec 2) : 1976 and IS 436 (Part II) : 1965 | 31 March, 2014 |

Copies of these standards are available for sale with the Bureau of Indian Standards, Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi – 110002 and Regional Offices : Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices: Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Kochi.

Date : 31 March 2014

[Ref: PUB/GN-1]

KALA M. VARIAR, Director (Foreign Languages & Publications)

नई दिल्ली, 31 मार्च, 2014

**का.आ. 1778.**—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन भारतीय मानकों के विवरण नीचे अनुसूची में दिए गए हैं वे स्थापित हो गये हैं।

#### अनुसूची

| क्रम संख्या | स्थापित भारतीय मानक (कों) की संख्या वर्ष और शीर्षक   | स्थापित तिथि   | भारतीय मानक (कों) जो कि रद्द होने है, अगर है, की संख्या वर्ष और शीर्षक                                     | रद्द होने की तिथि |
|-------------|--|----------------|--|-------------------|
| (1)         | (2)  | (3)            | (4)  | (5)               |
| 1.          | आई एस/आई एस ओ 105—E04 : 2008 वस्त्रादि – रंग के पक्केपन का परीक्षण भाग ई04 परीक्षे के प्रति रंग का पक्कापन | 31 मार्च, 2014 | आई एस 971:1983 परीक्षे के प्रति वस्त्रादि सामग्री के रंग के पक्केपन को ज्ञात करने की विधि (पहला पुनरीक्षण) | 31 मार्च, 2014    |
| 2.          | आई एस/आई एस ओ 105—E08 : 1994 वस्त्रादि – रंग के पक्केपन का परीक्षण भाग ई08 गर्म जल के प्रति रंग का पक्कापन | 31 मार्च, 2014 | आईएस 4389:1987 गर्म जल के प्रति वस्त्रादि सामग्री के रंग के पक्केपन को ज्ञात करने की विधि (पहला पुनरीक्षण) | 31 मार्च, 2014    |

| (1) | (2)   | (3)            | (4)   | (5)               |
|-----|---|----------------|---|-------------------|
| 3.  | आई एस/आई एस ओ 105-E09 : 2010<br>वस्त्रादि-रंग के पक्केपन का परीक्षण भाग<br>ई09 पेंटिंग के प्रति रंग का पक्कापन                                | 31 मार्च, 2014 | आईएस:972:1988 पेंटिंग के प्रति वस्त्रादि<br>सामग्री के रंग के पक्केपन को ज्ञात करने<br>की विधि (पहला पुनरीक्षण)                 | 31 मार्च,<br>2014 |
| 4.  | आई एस/आई एस ओ 105-E10 : 1994<br>वस्त्रादि कुरंग के पक्केपन का परीक्षण भाग<br>ई10 डिकैटाइजिंग के प्रति रंग का पक्कापन                          | 31 मार्च, 2014 | आईएस:865:1958 डेकैटाइजिंग के प्रति<br>वस्त्रादि सामग्री के रंग के पक्केपन को<br>ज्ञात करने की विधि                              | 31 मार्च,<br>2014 |
| 5.  | आई एस /आई एस ओ 105-E12 : 2010<br>वस्त्रादि-रंग के पक्केपन का परीक्षण भाग<br>ई12 मिलिंग के प्रति रंग का पक्कापन :<br>क्षारीय मिलिंग            | 31 मार्च, 2014 | आईएस : 983 : 1983 क्षारीय मिलिंग<br>के प्रति वस्त्रादि सामग्री के रंग के पक्केपन<br>को ज्ञात करने की विधि (पहला पुनरीक्षण)      | 31 मार्च,<br>2014 |
| 6.  | आई एस/आई एस ओ 105-E13 : 1994<br>वस्त्रादि-रंग के पक्केपन का परीक्षण भाग<br>ई13 अम्लीय फेल्टिंग के प्रति रंग का पक्कापन:<br>प्रचण्ड            | 31 मार्च, 2014 | आईएस : 3425 : 1986 अम्लीय फेल्टिंग<br>के प्रति वस्त्रादि सामग्री के रंग के पक्केपन<br>को ज्ञात करने की विधि (पहला पुनरीक्षण)    | 31 मार्च,<br>2014 |
| 7.  | आई एस/आई एस ओ 105-E16 : 2006<br>वस्त्रादि-रंग के पक्केपन का परीक्षण भाग<br>ई16 सोफसाजी के कपड़ों पर पानी के धब्बों<br>के प्रति रंग कर पक्कापन | फरवरी, 2014    | Nil   | NA                |
| 8.  | आई एस 1651 : 2013 सीसा अम्ल प्रकार के<br>स्थिर सैल और बैटरियां, (धनात्मक नलिकाकार<br>प्लेट सहित – विशिष्ट (चौथा पुनरीक्षण)                    | 31 मार्च, 2014 | आई एस 1651 : 1991 सीसा अम्ल प्रकार<br>के स्थिर सैल और बैटरियां, (धनात्मक<br>नलिकाकार प्लेट सहित – विशिष्ट (तीसरा<br>पुनरीक्षण)  | NA                |
| 9.  | आई एस 2669 : 2013 आई एस ओ 12197 :<br>1996 बुडरफ की सीट कटर-आयाम (दूसरा<br>पुनरीक्षण)  | 31 मार्च, 2014 | आई एस 2669 : 1971 बुडरफ की स्लाट<br>मिलिंग कटर समानांतर शैंक के साथ<br>विशिष्ट(पहला पुनरीक्षण)                                  | 31 मार्च,<br>2014 |
| 10. | आई एस 2911 (भाग 4) : 2013 पाइल नींव की<br>डिजाइन और निर्माण रीति संहिता भाग 4 पाइलों<br>का भार परीक्षण (दूसरा पुनरीक्षण)                      | 31 मार्च, 2014 | आई एस 2911 (भाग 4) : 1985 पाइल<br>नींव की डिजाइन और निर्माण की रीति<br>संहिता : भाग 4 पाइलों का भार परीक्षण<br>(पहला पुनरीक्षण) | 31 मार्च,<br>2014 |
| 11. | आई एस 3952 : 2013 दीवारों और विभाजनों<br>के लिए पकी मिट्टी की खोखली ईंट और ब्लॉक-<br>विशिष्ट (तीसरा पुनरीक्षण)                                | 31 मार्च, 2014 | आई एस 3952 : 1988 दीवारों और<br>विभाजनों के लिए पक्की मिट्टी की खोखली<br>ईंट की विशिष्ट (दूसरा पुनरीक्षण)                       | 31 मार्च,<br>2014 |
| 12. | आई एस 4014 (भाग 2) : 2013 स्टील की<br>नलीदार स्कैफोल्डिंग-रीति संहिता भाग 2<br>स्कैफोल्डिंग के सुरक्षा के प्रावधान<br>(पहला पुनरीक्षण)        | 31 मार्च, 2014 | आईएस 4014 (भाग 2) : 1967 स्टील की<br>नलीदार स्कैफोल्डिंग की रीति संहिता :<br>भाग 2 स्कैफोल्डिंग के सुरक्षा नियमन                | 31 मार्च,<br>2014 |
| 13. | आई एस 5245 (भाग 2) : 2013 तार रस्सी<br>सप्लाइसिंग की पद्धतियां भाग 2 फेरुल<br>सहित स्लिंग लेग-सुरक्षित आई टर्मिनल<br>(पहला पुनरीक्षण)         | 31 मार्च, 2014 | आई एस 5245 (भाग 2) : 1971 तार<br>रस्सी सप्लाइसिंग की पद्धतियां भाग 2<br>फेरुल सहित स्लिंग लेग-सुरक्षित आई<br>टर्मिनल            | 31 मार्च,<br>2014 |
| 14. | आई एस 6753 : 2013 आई एस ओ 12 : 1987<br>वायुयान-पाइपलाइन-अभिनिर्धारण<br>(पहला पुनरीक्षण)   | 31 मार्च, 2014 | आई एस 6753 : 1972 वायुयान-<br>पाइपलाइन-अभिनिर्धारण  | 31 मार्च,<br>2014 |

| (1) | (2)   | (3)            | (4)   | (5)            |
|-----|---|----------------|---|----------------|
| 15  | आई एस 7264 : 2013 आई एस ओ 45 : 1990 वायुयान – प्रैषर रिफयूलिंग कनेक्शन (पहला पुनरीक्षण)   | 31 मार्च, 2014 | आई एस 7264 : 1974 वायुयान– प्रैषर रिफयूलिंग कनेक्शन   | NA             |
| 16  | आई एस 7719 : 2013 धात्विक सर्पिल कुंडलित गास्केट – विशिष्ट (पहला पुनरीक्षण)   | 31 मार्च, 2014 | Nil   | NA             |
| 17  | आई एस 9127 (भाग 2) : 2013 आई एस ओ— 7404–2 : 2009 कोयले के पेट्रोग्राफिक विप्लेषण की पद्धति भाग 2 कोयले के नमूने तैयार करने की पद्धतियां (दूसरा पुनरीक्षण) | 31 मार्च, 2014 | आई एस 9127 (भाग 2) : 2002 कोयले के पेट्रोग्राफिक विप्लेषण की पद्धतियां आई एस ओ 7404–2 : 2009 भाग 2 कोयले के नमूने तैयार करने की पद्धतियां (पहला पुनरीक्षण)  | 31 मार्च, 2014 |
| 18  | आई एस 9549 (भाग 1) : 2014 आई एस ओ— 7378 : 1983 फास्टर बोल्ट, स्क्रू एवं स्टैंड भाग 1 स्प्लिट पिन होल एवं वायर होल (पहला पुनरीक्षण)                        | 31 मार्च, 2014 | आईएस 9549:1980 स्प्लिट पिन होल, वायर होल एवं बोल्ट के लिए हैड स्लॉट के आयाम   | 31 मार्च, 2014 |
| 19  | आई एस 10980 (भाग 3) : 2014 आई एस ओ— 5855–3 : 1999 वायुयान—एम जे चूड़ियों भाग 3 फल्यूड सिस्टमों की फिटिंगों के सीमित आयाम (पहला पुनरीक्षण)                 | 31 मार्च, 2014 | 10980 (भाग 1) : 1984 वायु अन्तरिक्ष हेतु काबले और ढिबरी एम जे चूड़ी की विषिष्ट बेसिक प्रोफाइल काबले और भाग 2 ढिबरी के आयाम  | NA             |
| 20  | आई एस 11852 : 2013 स्वचल वाहन ब्रेकिंग संबंधी एम, एन और टी श्रेणी के वाहनों की स्वीकृति से संबंध एक समान प्रावधान (दूसरा पुनरीक्षण)                       | 31 मार्च, 2014 | (IS 11852 : Pt 1 – Pt 9) (Pt 1) स्वचल वाहन—ब्रेक और ब्रेकिंग तंत्र भाग 1— शब्दावली (पहला पुनरीक्षण )<br>(Pt 2) स्वचल वाहन—ब्रेक और ब्रेकिंग प्रणाली भाग 2 सामान्य कार्य और विशेषताएं (पहला पुनरीक्षण )<br>(Pt 3) स्वचल वाहन दृ ब्रेक और ब्रेकिंग प्रणाली भाग 3 – कार्यकारिता अपेक्षाएं और मूल्यांकन (पहला पुनरीक्षण )<br>(Pt 4) स्वचल वाहन—ब्रेक और ब्रेकिंग प्रणाली भाग 4—संपीडित हवा और हवा सहायी ब्रेक—विशेष अपेक्षाएं (पहला पुनरीक्षण )<br>(Pt 5) स्वचल वाहन—ब्रेक और ब्रेकिंग तंत्र भाग 5—संपीडित वायु और वायु सहायता ब्रेक—दाब परीक्षण संयोजन (पहला पुनरीक्षण )<br>(Pt 6) स्वचल वाहन—ब्रेक और ब्रेकिंग प्रणाली भाग 6—निर्वात ब्रेकिंग तंत्र—विशेष अपेक्षाएं (पहला पुनरीक्षण )<br>(Pt 7) स्वचल वाहन—ब्रेक और ब्रेकिंग प्रणाली भाग 7 ब्रेक डायनोमीटर पर अस्तर की परीक्षण पद्धति (पहला पुनरीक्षण ) | NA             |

| (1) | (2)   | (3)            | (4)  | (5)               |
|-----|---|----------------|--|-------------------|
|     |   |                | (Pt 8) स्वचल वाहन—ब्रेक और ब्रेकिंग प्रणाली<br>भाग 8—परीक्षण कार्यविधि (पहला पुनरीक्षण )   |                   |
|     |   |                | (Pt 9) स्वचल वाहन—ब्रेक और ब्रेकिंग तंत्र<br>भाग 9 रोधी—लॉक युक्तियों वाले वाहनों के<br>लिए अपेक्षाएं  |                   |
| 21  | आई एस 12508 : 2013 स्वाचालित वाहनों<br>के लिए इलैक्ट्रिक टेकोमीटर—विशिष्ट (पहला<br>पुनरीक्षण)   | 31 मार्च, 2014 | आई एस 12508 : 2005 स्वाचालित<br>वाहनों के लिए इलैक्ट्रिक टेकोमीटर  | 31 मार्च,<br>2014 |
| 22  | आई एस 12673 (भाग 1) : 2013 वस्त्रादि<br>मारटिनडेल विधि द्वारा कपड़े का आई एस<br>ओ 12947—1 : 1998 अपघर्षण प्रतिरोध ज्ञात<br>करना भाग 1 मारटिनडेल अपघर्षण परीक्षण<br>उपकरण (पहला पुनरीक्षण) | 31 मार्च, 2014 | आई एस 12673 : 1989 टेक्सटाइल कपड़े—<br>अपघर्षण प्रतिरोध—ज्ञात करने की पद्धति   | 31 मार्च,<br>2014 |
| 23  | आई एस 12673 (भाग 2) : 2013 वस्त्रादि<br>मारटिनडेल विधि द्वारा कपड़े का आई एस<br>ओ 12947—2 : 1998 अपघर्षण प्रतिरोध ज्ञात<br>करना भाग 2 नूमने का टूटना ज्ञात करना<br>(पहला पुनरीक्षण)       | 31 मार्च, 2014 | आई एस 12673 : 1989 टेक्सटाइल कपड़े—<br>अपघर्षण प्रतिरोध—ज्ञात करने की पद्धति   | 31 मार्च,<br>2014 |
| 24  | आई एस 12673 (भाग 3) : 2013 वस्त्रादि<br>मारटिनडेल विधि द्वारा कपड़े का आई एस ओ<br>12947—3 : 1998 अपघर्षण प्रतिरोध ज्ञात करना<br>भाग 3 वजन हानि ज्ञात करना (पहला पुनरीक्षण)                | 31 मार्च, 2014 | आई एस 12673 : 1989 टेक्सटाइल कपड़े—<br>अपघर्षण प्रतिरोध—ज्ञात करने की पद्धति   | 31 मार्च,<br>2014 |
| 25  | आई एस 12673 (भाग 4) : 2013 वस्त्रादि<br>मारटिनडेल विधि द्वारा कपड़े का आई एस ओ<br>12947—4 : 1998 अपघर्षण प्रतिरोध ज्ञात करना<br>भाग 4 अपीयरेंस बदलने का आकलन<br>(पहला पुनरीक्षण)          | 31 मार्च, 2014 | आई एस 12673 : 1989 टेक्सटाइल कपड़े—<br>अपघर्षण प्रतिरोध—ज्ञात करने की पद्धति   | 31 मार्च,<br>2014 |
| 26  | आई एस/आई एस ओ 13402 : 1995 शल्य एवं<br>दंत संबंधी दस्ती उपकरण—आटोक्लेविंग, संस्कारण<br>एवं तापीय अनावरण की प्रतिरोधिता ज्ञात करना   | 31 मार्च, 2014 | NA   | NA                |
| 27  | आई एस 13730 (भाग 4) : 2013 विशेष प्रकार<br>की कुंडलण तारों की विशिष्ट भाग 4 सोल्डरेबल<br>पोलीयूरेथेन इन्सुलित गोलाकार तौबा तारे,<br>वर्ग 130 (पहला पुनरीक्षण)                             | 31 मार्च, 2014 | आई एस 13730 (भाग 4) : 1993 विशेष<br>प्रकार की कुंडलण तारों की विशिष्ट भाग 4<br>सोल्डरेबल पोलीयूरेथेन इन्सुलित गोलाकार<br>तौबा तारे, वर्ग 130 | 31 मार्च,<br>2014 |
| 28  | आई एस 13730 (भाग 43) : 2013 विशेष प्रकार<br>की कुंडलण तारों की विशिष्ट भाग 43 एरोमेटिक<br>पोलीएमाईड टेप चढ़ी तौबा तारें, वर्ग 240<br>(पहला पुनरीक्षण)                                     | 31 मार्च, 2014 | आई एस 13730 (भाग 43) : 2005 विशेष<br>प्रकार की कुंडलण तारों की विशिष्ट भाग 43<br>एरोमेटिक पोलीएमाईड टेप चढ़ी तौबा तारें,<br>वर्ग 240         | 31 मार्च,<br>2014 |

| (1) | (2)   | (3)            | (4)  | (5)            |
|-----|---|----------------|--|----------------|
| 29. | आई एस 13730 (भाग 44) : 2013 विशेष प्रकार की कुंडलण तारों की विशिष्ट भाग 44 एरोमेटिक टेप चढ़ी आयताकार तौबा तारें, वर्ग 240 (पहला पुनरीक्षण)                                  | 31 मार्च, 2014 | आई एस 13730 (भाग 44) : 2005 विशेष प्रकार की कुंडलण तारों की विशिष्ट भाग 44 एरोमेटिक टेप चढ़ी आयताकार तौबा तारें, वर्ग 240                  | 31 मार्च, 2014 |
| 30. | आई एस 13771 : 2013 आई ई 60895 : 2002 चालू बिजली की लाईन पर कार्य करना—800Kv और 600Kv दिष्ट धारा तक की अभिहित वोल्टेज पर प्रयुक्त होने वाली चालकीय क्लोथिंग (पहला पुनरीक्षण) | 31 मार्च, 2014 | NA   | NA             |
| 31. | आई एस 13774 : 2014 आई ई सी 60903 : 2002 चालू बिजली की लाईन पर कार्य करना—विद्युतरोधी सामग्री के दस्ताने (पहला पुनरीक्षण)  | 31 मार्च, 2014 | NA   | NA             |
| 32. | आई एस/आई एस ओ 13935-1 : 1999 वस्त्रादि—कपड़े और निर्मित — वस्त्रों के सीवन तनन गुणधर्म भाग 1 पट्टी विधि द्वारा सीवन टूटने के लिये अधिकतम बल ज्ञात करना                      | 31 मार्च, 2014 | NA   | NA             |
| 33. | आई एस/आई एस ओ 13935-2 : 1999 वस्त्रादि—कपड़े और निर्मित—वस्त्रों के सीवन तनन गुणधर्म भाग 2 ग्रैब विधि द्वारा सीवन टूटने के लिये अधिकतम बल ज्ञात करना                        | 31 मार्च, 2014 | NA   | NA             |
| 34. | आई एस 14841 (भाग 4/Sec1) : 2013 कुंडलण तारों की पैकेजबंदी भाग 4 परीक्षण पद्धतियां अनुभाग 1 थर्मोप्लास्टिक सामग्री से निर्मित डिलीवरी स्पूल (पहला पुनरीक्षण)                 | 31 मार्च, 2014 | आई एस 14841 (भाग 4/Sec1) : 2000 कुंडलण तारों की पैकेजबंदी भाग 4 परीक्षण पद्धतियां अनुभाग 1 थर्मोप्लास्टिक सामग्री से निर्मित डिलीवरी स्पूल | 31 मार्च, 2014 |
| 35. | आई एस 14956 : 2014 आई ई 61472 : 2004 चालू बिजली की लाईन पर कार्य करना 72.5Kv से 800Kv तक की वोल्टेज रेंज में दिष्ट धारा प्रणाली हेतु न्यूनतम उपगमन (पहला पुनरीक्षण)         | 31 मार्च, 2014 | NA   | NA             |
| 36. | आई एस 15974 : 2013 लैम्पों के सहायक चालन उपकरण (ग्लो स्टार्टर को छोड़कर)—कार्यकारिता अपेक्षाएं  | 31 मार्च, 2014 | आई एस 12449 (भाग 2) : 1988 चालन उपकरण की विषिष्टियां (ग्लो स्टार्टर को छोड़कर) भाग 2 कार्यकारिता अपेक्षाएं                                 | 31 मार्च, 2014 |
| 37. | आई एस 16093 : 2013 गैस आधारित इंस्टेन्टेनियस वॉटर हीटर के संस्थापन—रीति संहिता  | 31 मार्च, 2014 | NA   | NA             |
| 38. | आई एस 16111: 2013 इलास्टिक पट्टी  | 31 मार्च, 2014 | NA   | NA             |
| 39. | आई एस 16148 : 2014 धातु के हेलाइड लैम्प—कार्यकारिता विशिष्ट   | 31 मार्च, 2014 | NA   | NA             |
| 40. | आई एस 16155 : 2014 ई सी 61318 : 2007 चालू बिजली की लाईन पर कार्य करना औजारों, युक्तियों और उपस्कारों पर अनुप्रयोज्य अनुआकलन (पहला पुनरीक्षण)                                | 31 मार्च, 2014 | NA   | NA             |



| (1) | (2)  | (3)            | (4) | (5) |
|-----|--|----------------|-----|-----|
| 41. | आई एस 16166 : 2014 आई ई सी—62554 : 31 मार्च, 2014<br>2011 फ्लोरीसेंट लैम्पों में मरकरी स्तर को मापने के लिए नमूने की तैयारी  |                | NA  | NA  |
| 42. | आई एस 16166 (भाग 1) : 2014 आई ई सी— 60855—1 : 2009 चालू बिजली की लाईन पर कार्य करना—विद्युतरोधी फोम— भरित नलियां एवं छडे भाग 1 वृताकार अनुप्रस्थ काट वाली नलियां व छडे | 31 मार्च, 2014 | NA  | NA  |

इस भारतीय मानक की प्रतियां भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुरशाह जफर मार्ग, नई दिल्ली 110 002, क्षेत्रीय कार्यालयों: नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई, तथा शाखा कार्यालयों: अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं। भारतीय मानकों को <http://www.standardsbis.in> द्वारा इंटरनेट पर खरीदा जा सकता है।

दिनांक 31 मार्च, 2014

[संदर्भ : PUB/GN-1]

कला एम. वारियर, निदेशक (विदेशी भाषा एवं प्रकाशन)

New Delhi, the 31st March, 2014

**S.O. 1778.**—In pursuance of Clause (b) of sub-rule (1) of Rules 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which are given in the second column of Schedule hereto annexed has been established on the date indicated against it in third column. The particulars of the standards, if any, which are given in the fourth column shall also remain in force concurrently till they are cancelled on the date indicated against them in the fifth column.

#### SCHEDULE

| Sl. No. | No. & Year of the Indian Standards Established  | Date of Establishment | No. & Year of the Indian Standards to be cancelled, if any   | Date of cancellation |
|---------|---|-----------------------|--|----------------------|
| (1)     | (2)   | (3)                   | (4)  | (5)                  |
| 1.      | IS/ISO 105 E04 : 2008 Textiles-Tests for colour fastness: Part E04: Colour fastness to perspiration               | 31 March, 2014        | IS 971 : 1983 Methods for determination of colour fastness of textile materials to perspiration (First Revision)         | 31 March, 2014       |
| 2.      | IS/ISO E 08 : 1994 Textiles-Tests for colour fastness: Part E08 Colour fastness to hot water                      | 31 March, 2014        | IS 4389 : 1987 Methods for determination of colour fastness of textile materials to hot water (First Revision)           | 31 March, 2014       |
| 3.      | IS/ISO 105 E 09 : 2010 Textiles-Tests for colour fastness to potting  | 31 March, 2014        | IS 972 : 1988 Method for determination of colour fastness of textile materials to potting (First Revision)               | 31 March, 2014       |
| 4.      | IS/ISO 105 E 10 : 1994 Textiles-Tests for colour fastness: Part E10 Colour fastness to decatizing                 | 31 March, 2014        | IS 865 : 1958 Method for determination of colour fastness of textile materials to decatizing                             | 31 March, 2014       |
| 5.      | IS/ISO 105 E 12 : 2010 Textiles-Tests for colour fastness : Part E12 Colour fastness to milling: Alkaline milling | 31 March, 2014        | IS 983 : 1983 Method for determination of colour fastness of textile materials to alkaline milling (First Revision)      | 31 March, 2014       |
| 6.      | IS/ISO 105 E 13 : 1994 Textiles Tests for colour fastness : Part E13 Colour fastness to acid felting : Severe     | 31 March, 2014        | IS 3425 : 1986 Method for determination of colour fastness of textile materials to acid felting: severe (First Revision) | 31 March, 2014       |

| (1) | (2)   | (3)            | (4)   | (5)            |
|-----|---|----------------|---|----------------|
| 7.  | IS/ISO 105 E 16 : 2006 Textiles- Tests for colour fastness: Part E 16 Colour fastness to water spotting on upholstery fabrics             | Feb., 2014     | Nil   | NA             |
| 8.  | IS 1651 : 2013 Stationary cells and batteries lead acid type with tubular positive plates)- Specification (Fourth Revision)               | 31 March, 2014 | IS 1651 : 1991 Stationary cells and batteries lead acid type (with tubular positive plates) (Third Revision)  | NA             |
| 9.  | IS 2669 : 2013/ISO 12197 : 1996 Woodruff Keyseat cutters- Dimensions (Second Revision)  | 31 March, 2014 | IS 2669 : 1971 Specification Woodruff keys slot milling cutters with parallel shank (First Revision)  | 31 March, 2014 |
| 10. | IS 2911 (Part 4) : 2013 Design and construction of pile foundations-code of practice: Part 4 load test on piles (Second Revision)         | 31 March, 2014 | IS 2911 (Part 4) : 1985 Code of practice for design and construction of pile foundations: Part 4 Load test on piles (First Revision)                      | 31 March, 2014 |
| 11. | IS 3952 : 2013 Burnt clay hollow bricks and blocks for walls and partitions- Specification (Third Revision)                               | 31 March, 2014 | IS 3952 : 1988 Specification for burnt clay hollow bricks for walls and partitions (Second Revision)  | 31 March, 2014 |
| 12. | IS 4014 (Part 2) : 2013 Steel Tubular Scaffolding-Code of Practice: Part 2 Safety provisions for scaffolding (First Revision)             | 31 March, 2014 | IS 4014 (Part 2) : 1967 Code of practice for steel tubular scaffolding: Part 2 Safety regulations for scaffolding   | 31 March, 2014 |
| 13. | IS 5245 (Part 2) : 2013 Methods for splicing of wire ropes Part 2 wire rope sling legs with ferrule-secured eye terminal (First Revision) | 31 March, 2014 | IS 5245 (Part 2) : 1971 "Methods for splicing for wire ropes Part 2 wire rope sling legs with ferrule - secured eye terminal                              | 31 March, 2014 |
| 14. | IS 6753 : 2013 Aircraft-pipelines- Identification (First Revision)  | 31 March, 2014 | IS 6753 : 1972 Code for identification of Aircraft Pipelines  | 31 March, 2014 |
| 15. | IS 7264 : 2013 Aircraft pressure refueling connections (First Revision)   | 31 March, 2014 | IS 7264 : 1974 Dimensions for aircraft pressure refuelling connection   | 31 March, NA   |
| 16. | IS 7719 : 2013 Metallic Spiral Wound Gaskets-Specification (First Revision)   | 31 March, 2014 | Nil   | NA             |
| 17. | IS 9127 (Part 2) : 2013 Methods for petrographic analysis of coals: Part 2 Methods of preparing coal samples (Second Revision)            | 31 March, 2014 | IS 9127 (Part 2) : 2002 Method for the petrographic analysis of Bituminous coal and Anthracite Part 2 : Method of preparing coal samples (First Revision) | 31 March, 2014 |
| 18. | IS 9549 (Part 1):2014/ISO 7378 : 1983 Fasteners-Bolt, Screws and Studs Part 1 split pin holes and wire holes (First Revision)             | 31 March, 2014 | IS 9549 : 1980 Dimensions for split pin holes, wire holes and head slots for bolts  | 31 March, 2014 |
| 19. | IS 10980 (Part 3) : 2014 Aerospace - MJ Threads Part 3 : Limit dimensions for fittings for fluid system (First Revision)                  | 31 March, 2014 | 1. IS 10980 (Part 1) : 1984 Specification for aerospace bolts and nuts (MJ threads) : Part 1 Basic profile 2. IS 10980 (Part 1) : 1984                    | NA             |

| (1) | (2)  | (3)            | (4)   | (5)            |
|-----|--|----------------|---|----------------|
|     |  |                | Specification for aerospace bolts and nuts (MJ threads): Part 2 Demensions for bolts and nuts   |                |
| 20. | IS 11852 : 2013 (Amalgamating IS 11852 (Part 1 to 9) : 2001) Automotive vehicles - Uniform provisions concerning the approval of vehicles of categories M, N and T with regard to braking (Second Revision)  | 31 March, 2014 | IS 11852 (Part 1-Part 9) : 2001 Automotive vehicles-Brakes and braking systems : 1. Part 1 Terminology (First Revision) Part 2 General functions and features (First Revision) 2. Part 2 General functions and features (First Revision) 3. Part 3 Performance requirements and evaluation (First Revision) 4. Part 4 Compressed air and assisted brakes- special requirements (First Revision) 5. Part 5 Compressed air and air assisted brakes - Pressure test connections (First Revision) 6. Part 6 Vacuum braking systems - Special requirements (First Revision) 7. Part 7 Inertia dynamometer test method for brake lining (First Revision) 8. Part 8 Test procedures (First revision) 9. IS 11852 (Part 9) : 2003 Requirements for vehicles equipped with anti-lock braking systems | NA             |
| 21. | IS 12508 : 2013 Electric Tachometer for automotive vehicles-Specification (First Revision)   | 31 March, 2014 | IS 12508 : 2005 Electric tachometer system for automotive vehicles  | 31 March, 2014 |
| 22. | IS 12673 (Part 1) : 2013 /ISO 12947 (Part 1) : 1998 Textiles- Determination of the abrasion resistance of fabrics by the martindale method - Part 1 : Martindale abrasion testing apparatus (First Revision) | 31 March, 2014 | IS 12673 : 1989 Textile fabrics - Abrasion resistance - Methods for determination   | 31 March, 2014 |
| 23. | IS 12673 (Part 2) : 2013 /ISO 12947 (Part 2) : 1998 Textiles- Determination of the abrasion resistance of fabrics by the martindale method - Part 2 : Determination of specimen breakdown (First Revision)   | 31 March, 2014 | IS 12673 : 1989 Textile fabrics-Abrasion resistance - Methods for determination   | 31 March, 2014 |
| 24. | IS 12673 (Part 3) : 2014/ISO 12947 (Part 3) : 1998 Textiles- Determination of the abrasion resistance of fabrics by the martindale method-Part 3 : Determination of mass loss (First Revision)               | 31 March, 2014 | IS 12673 : 1989 Textile fabrics-Abrasion resistance - Methods for determination   | 31 March, 2014 |
| 25. | IS 12673 (Part 4) : 2014/ISO 12947 (Part 4) : 1998 Textiles- Determination of the abrasion resistance of fabrics by the  | 31 March, 2014 | IS 12673 : 1989 Textile fabrics-Abrasion resistance - Methods for determination   | 31 March, 2014 |

| (1) | (2)   | (3)            | (4)   | (5)               |
|-----|---|----------------|---|-------------------|
|     | martindale method-Part 4 :<br>Assessment of appearance<br>change (First Revision)   |                |   |                   |
| 26. | IS/ISO 13402 : 1995 Surgical and<br>Dental hand instruments-<br>determination of resistance-<br>against autoclaving corrosion<br>and thermal exposure   | 31 March, 2014 | —   | —                 |
| 27. | IS 13730 (Part 4) : 2013<br>Specification for particular type<br>of winding wires Part 4<br>Solderable polyurethane<br>enamelled round copper wire,<br>class 130 (First Revision)                           | 31 March, 2014 | IS 13730 (Part 4) : 1993 particular types of<br>winding wires Part 4 Solderable polyure-<br>thane enamelled round copper wire,<br>class 130                 | 31 March,<br>2014 |
| 28. | IS 13730 (Part 43) : 2013<br>Specification for particular<br>types of winding wires Part 43<br>aromatic polyimide tape<br>wrapped round copper wire,<br>class 240 (First Revision)                          | 31 March, 2014 | IS 13730 (Part 43) : 2005 Specification for<br>particular types of winding wires Part 43<br>aromatic polyimide tape wrapped round<br>copper wire, class 130 | 31 March,<br>2014 |
| 29. | IS 13730 (Part 44) : 2013<br>Specification for particular<br>types of winding wires Part 44<br>Aromatic polyimide tape<br>wrapped rectangular copper<br>wire class 240 (First Revision)                     | 31 March, 2014 | IS 13730 (Part 44) : 2005 particular types<br>of winding wires Part 44 Aromatic<br>polyimide tape wrapped rectangular<br>copper wire class 240              | 31 March,<br>2014 |
| 30. | IS 13771 : 2013 Live working-<br>Conductive clothing for use at<br>nominal voltage upto 800 kv ac<br>to 600 kv dc (First Revision)  | 31 March, 2014 | NA  | NA                |
| 31. | IS 13774 : 2014 : Live working-<br>gloves of insulating material<br>(First Revision)  | 31 March, 2014 | NA  | NA                |
| 32. | IS/ISO 13935 (Part 1) : 1999<br>Textiles-Seam tensile properties<br>of the fabrics and made up<br>textiles articles-Part 1 :<br>Determination of maximum force<br>to seam rupture using the strip<br>method | 31 March, 2014 | NA  | NA                |
| 33. | IS/ISO 13935 (Part 2) : 1999<br>Textiles-Seam tensile properties<br>of fabrics and made up textiles<br>articles-Part 2 : Determination<br>of maximum force to seam<br>rupture using the grab method         | 31 March, 2014 | NA  | NA                |
| 34. | IS 14841 (Part 4/Sec 1) : 2013<br>Packing of winding wires Part 4<br>Methods of test, sec 1 delivery<br>spools made from thermoplastic<br>materials (First Revision)  | 31 March, 2014 | IS 14841 (Part 4/Sec 1) : 2000 Packaging<br>of winding wire Part 4 methods of test<br>section 1 : Delivery spools made from<br>thermoplastic materials      | 31 March,<br>2014 |

| (1) | (2)  | (3)            | (4)  | (5)            |
|-----|--|----------------|--|----------------|
| 35. | IS 14956 : 2014 Live working-Minimum approach distance from A.C. systems in the voltage range 72.5 kv to 800 kv A method of calculation (First Revision) | 31 March, 2014 | NA   | NA             |
| 36. | IS 15974 : 2013 Auxiliaries for lamps starting devices other than glow starters performances requirements  | 31 March, 2014 | IS 12449 (Part 2) : 1988 Starting devices (other than glow starters) : Part 2 Performance requirements | 31 March, 2014 |
| 37. | IS 16093 : 2013 Installation of gas based instantaneous water heater - code of practice  | 31 March, 2014 | Nil  | —              |
| 38. | IS 16111 : 2013 Elastic Bandage  | 31 March, 2014 | NA   | NA             |
| 39. | IS 16148 : 2014 Metal halide lamps performance Specification   | 31 March, 2014 | NA   | NA             |
| 40. | IS 16155 : 2014 Live Working Conformity assessment applicable to tools devices & equipment   | 31 March, 2014 | NA   | NA             |
| 41. | IS 16166 : 2014 Sample preparation for measurement of mercury level in fluorescent lamps   | 31 March, 2014 | NA   | NA             |
| 42. | IS 16167 (Part 1) : 2014 Live working - Insulating foam-filled tubes and solid rods- Part 1 tubes & rods of circular cross-section                       | 31 March, 2014 | NA   | NA             |

Copies of these standards are available for sale with the Bureau of Indian Standards, Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices : Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices: Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Kochi.

Date : 31 March, 2014

[Ref : PUB/GN-1]

KALA M. VARIAR, Director (Foreign Languages & Publications)

नई दिल्ली, 30 मई, 2014

**का.आ. 1779.**—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्द्वारा अधिसूचित करता है कि जिन भारतीय मानकों के विवरण नीचे अनुसूची में दिए गए हैं वे स्थापित हो गये हैं।

#### अनुसूची

| क्रम संख्या | स्थापित भारतीय मानक (कों) की संख्या वर्ष और शीर्षक   | स्थापित तिथि | भारतीय मानक (कों) जो कि रद्द होने हैं, अगर है, की संख्या वर्ष और शीर्षक | रद्द होने की तिथि |
|-------------|--|--------------|---|-------------------|
| (1)         | (2)  | (3)          | (4)   | (5)               |
| 1.          | आई एस 1783 (भाग 2) : 2014 बंद सिरे वाले बड़े ड्रम—विषिष्ट भाग 2 ग्रेड बी ड्रम (चौथा पुनरीक्षण) | 30 मई, 2014  | आई एस 1783 (भाग 2) : 1998   | 30 मई, 2015       |

| (1) | (2)   | (3)         | (4)                | (5)            |
|-----|---|-------------|--------------------|----------------|
| 2.  | आई एस 7193 : 2013 कांच रेषा आधारित बिटु मैन नमदा—विषिष्ट(दूसरा पुनरीक्षण)                             | 30 मई, 2014 | आई एस 7193 : 1994  | 30 मई, 2015    |
| 3.  | आई एस 12817 : 2013 स्टेनलेस इस्पात के टक्करदार कब्जे—विषिष्ट (दूसरा पुनरीक्षण)                        | 30 मई, 2014 | आई एस 12817 : 1997 | 30 मई, 2015    |
| 4.  | आई एस 13801 : 2013 चकोरदार सीमेंट कंकरीट टाइलें—विषिष्ट (पहला पुनरीक्षण)                              | 30 मई, 2014 | आई एस 13807 : 1993 | 30 मई, 2015    |
| 5.  | आई एस 13997 : 2014 ऊपर से खुले बड़े ड्रम—विषिष्ट(पहला पुनरीक्षण)                                      | 30 मई, 2014 | आई एस 13997 : 1994 | 30 मई, 2015    |
| 6.  | आई एस 14899 : 2013 स्वचल उपयोग के लिए द्रवित पेट्रोलियम गैस एल पी जी के धारक—विषिष्ट (पहला—पुनरीक्षण) | 30 मई, 2014 | आई एस 14899 : 2000 | 30 फरवरी, 2015 |

इस भारतीय मानक की प्रतियां भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुरशाह जफर मार्ग, नई दिल्ली 110 002 क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई, तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं। भारतीय मानकों को <http://www.standardsbis.in> द्वारा इंटरनेट पर खरीदा जा सकता है।

दिनांक 30 मई, 2014

[संदर्भ : PUB/STD/2:1]

कला एम. वारियर, निदेशक (विदेशी भाषा एवं प्रकाशन)

New Delhi, the 30th May, 2014

**S.O. 1779.**—In pursuance of Clause (b) of sub-rule (1) of Rules 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which are given in the second column of Schedule hereto annexed has been established on the date indicated against it in third column. The particulars of the standards, if any, which are given in the fourth column shall also remain in force concurrently till they are cancelled on the date indicated against them in the fifth column.

#### SCHEDULE

| SI No. | No. & Year of the Indian Standards Established   | Date of Establishment | No. & Year of the Indian Standards to be cancelled, if any | Date of cancellation |
|--------|--|-----------------------|--|----------------------|
| (1)    | (2)  | (3)                   | (4)  | (5)                  |
| 1.     | IS 1783 (Part 2) : 2014 Drums Large, Fixed Ends – Specification Part 2 Grade B Drums (Fourth Revision) | 30 May, 2014          | IS 1783 (Part 2) : 1998                                    | 30 May, 2015         |
| 2.     | IS 7193 : 2013 Glass Fibre Base Bitumen Felts – Specification (Second Revision)                        | 30 May, 2014          | IS 7193 : 1994   | 30 May, 2015         |
| 3.     | IS 12817 : 2013 Specification for stainless steel butt hinges (Second Revision)                        | 30 May, 2014          | IS 12817 : 1997  | 30 May, 2015         |
| 4.     | IS 13801 : 2013 Chequered Cement Concrete Tiles – Specification (First Revision)                       | 30 May, 2014          | IS 13801 : 1993  | 30 May, 2015         |
| 5.     | IS 13997 : 2014 Drums, Large Open Top – Specification (First Revision)                                 | 30 May, 2014          | IS 13997 : 1994  | 30 May, 2015         |

| (1) | (2)   | (3)          | (4)             | (5)               |
|-----|---|--------------|-----------------|-------------------|
| 6.  | IS 14899 : 2014 “Liquefied Petroleum Gas (LPG) Containers for Automotive Use Specification (First Revision) | 30 May, 2014 | IS 14899 : 2000 | 28 February, 2015 |

Copies of these standards are available for sale with the Bureau of Indian Standards, Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi – 110002 and Regional Offices : Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices: Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Kochi.

Date : 30 May, 2014

[Ref: PUB/STD/2:1]

KALA M. VARIAR, Director (Foreign Languages & Publications)

नई दिल्ली, 6 जून, 2014

**का.आ. 1780.**—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि नीचे अनुसूची में दिये गये मानक (को) में संशोधन किया गया/किये गये हैं।

### अनुसूची

| क्रम संख्या | संशोधित भारतीय मानक (को) की संख्या वर्ष और शीर्षक | संशोधन की संख्या और तिथि     | स्थापित तिथि |
|-------------|---|------------------------------|--------------|
| 1.          | आई एस 1391 (Part 1) : 1992                        | संशोधन संख्या 5, फरवरी 2014  | 06 जून, 2014 |
| 2.          | आई एस 1391 (Part 2) : 1992                        | संशोधन संख्या 5, जनवरी 2014  | 06 जून, 2014 |
| 3.          | आई एस 6595 (Part 1) : 2002                        | संशोधन संख्या 5, जनवरी 2014  | 06 जून, 2014 |
| 4.          | आई एस 7285 (Part 1) : 2004                        | संशोधन संख्या 2, फरवरी 2014  | 06 जून, 2014 |
| 5.          | आई एस 11006 : 2011                                | संशोधन संख्या 5, फरवरी 2014  | 06 जून, 2014 |
| 6.          | आई एस 13429 (Part 1) : 2000                       | संशोधन संख्या 4, दिसंबर 2013 | 06 जून, 2014 |
| 7.          | आई एस 14106 : 1996                                | संशोधन संख्या 6, दिसंबर 2013 | 06 जून, 2015 |
| 8.          | आई एस 14561 : 2007                                | संशोधन संख्या 7, दिसंबर 2013 | 06 जून, 2014 |
| 9.          | आई एस 15490 : 2004                                | संशोधन संख्या 2, फरवरी 2014  | 06 जून, 2014 |

इस भारतीय मानक की प्रतियां भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुरशाह जफर मार्ग, नई दिल्ली 110 002 क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई, तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं। भारतीय मानकों को <http://www.standardsbis.in> द्वारा इंटरनेट पर खरीदा जा सकता है।

दिनांक 06 जून, 2014

[संदर्भ : PUB/GN/2:2]

कला एम. वारियर, निदेशक (विदेशी भाषा एवं प्रकाशन)

New Delhi, the 6th June, 2014

**S.O. 1780.**—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that amendments to the Indian Standards, particulars of which are given in the Schedule hereto annexed have been issued :



**SCHEDULE**

| Sl.No. | No. and year of the Indian Standards  | No. and year of the amendment   | Date from which the amendment shall have effect |
|--------|---|---------------------------------|---|
| 1.     | IS 1391 (Part 1) : 1992 Room air conditioners-Specification Part 1 Unitary air conditioners (Second Revision)   | Amendment No. 5, January 2014   | 06 June, 2014                                   |
| 2.     | IS 1391 (Part 2) : 1992 Room air conditioners-Specification Part 2 Split air conditioners (Second Revision)   | Amendment No. 4, December 2013  | 06 June, 2014                                   |
| 3.     | IS 6595 (Part 1) : 2002 Horizontal Centrifugal Pumps for clear, cold water - Specification Part 1 Agricultural and rural water supply purposes (Third Revision) | Amendment No. 3, March 2014     | 06 June, 2014                                   |
| 4.     | IS 7285 (Part 1) : 2004 Refillable seamless steel gas cylinders - Specification: Part 1 Normalized steel cylinders (Third Revision)                             | Amendment No. 2, December 2013  | 06 June, 2014                                   |
| 5.     | IS 11006 : 2011 Flash back arrestor (flame arrestor)-Specification  | Amendment No. 1, December 2014  | 06 June, 2014                                   |
| 6.     | IS 13429 (Part 1) : 2000 Solar cooker-box type-Specification Part 1 Requirements (First Revision)   | Amendment No. 1, December 2013  | 06 June, 2014                                   |
| 7.     | IS 14106 : 1996 Direct Action Handpumps-Specification   | Amendment No. 5, September 2013 | 06 June, 2015                                   |
| 8.     | IS 14561 : 2007 Fire resisting (insulating) filing cabinets-Specification (First Revision)  | Amendment No. 1, September 2013 | 06 June, 2014                                   |
| 9.     | IS 15490 : 2004 Cylinders for on-board storage of compressed natural gas as a fuel for automotive vehicles-Specification  | Amendment No. 4, February 2014  | 06 June, 2014                                   |

Copy of these Standards are available for sale with the Bureau of Indian Standards, Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi-110 002 and Regional Offices: New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices: Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram. On line purchase of Indian standard can be made at : <http://www.standardsbis.in>.

Date : 6 June, 2014

[Ref: PUB/GN/2:2]

KALA M. VARIAR, Director (Foreign Languages & Publications)

नई दिल्ली, 17 जून, 2014

**का.आ. 1781.**—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन भारतीय मानकों के विवरण नीचे अनुसूची में दिए गए हैं वे स्थापित हो गये हैं।

**अनुसूची**

| क्रम संख्या | स्थापित भारतीय मानक (कों) की संख्या वर्ष और शीर्षक                                       | स्थापित तिथि | भारतीय मानक (कों) जो कि रद्द होने है, अगर है, की संख्या वर्ष और शीर्षक | रद्द होने की तिथि |
|-------------|--|--------------|--|-------------------|
| (1)         | (2)  | (3)          | (4)  | (5)               |
| 1.          | आई एस/आई एस ओ/गाइड 74 : 2014<br>ग्राफिक प्रतीक उपभोक्ताओं के विचारार्थ तकनीकी मार्गदर्शन | 17 जून, 2014 | —  | 17 जून, 2014      |

| (1) | (2)  | (3)          | (4)   | (5)          |
|-----|--|--------------|---|--------------|
| 2.  | आई एस 919 (भाग 2) : 2014 ज्यामितीय उत्पाद विषिष्टि जी पी एस — रैखिक आकारों पर छोटों के लिए आईएसओ संहिता पद्धति भाग 2 छिद्रों तथा शाफटो की मानक छूट श्रेणियां तथा सीमा विचलनों की सारणियां (दूसरा पुनरीक्षण)                  | 17 जून, 2014 | आई एस 919 (भाग 2) : 1993/<br>आई एस ओ 286—2 : 1988               | 17 जून, 2014 |
| 3.  | आई एस/आई एस ओ 1501 : 2009 आईएसओ लघु पेंच की चूड़ियां   | 17 जून, 2014 | ---   | ---          |
| 4.  | आई एस 2154 : 2014 पशु आहार घटक के रूप में नारियल की खली—विषिष्टि (तीसरा पुनरीक्षण)   | 17 जून, 2014 | आई एस 2154 : 1986   | 17 जून, 2014 |
| 5.  | आई एस 8156 : 2014 उपभोक्ता सामानों के लिए बंधक—संश्लिष्ट हुक और फंदा टेप—विषिष्टि (तीसरा पुनरीक्षण)  | 17 जून, 2014 | आई एस 8156 : 1994   | 17 जून, 2014 |
| 6.  | आई एस 10096 (भाग 1/अनुभाग 2) : 2014 त्रिज्य गेट और रज्जू ड्रम उच्चालकों के निरीक्षण, परीक्षण और रखकुरखाव की सिफारिशें भाग 1 निरीक्षण, परीक्षण और विनिर्माण के स्तर पर असेमवली अनुभाग 2 रज्जू ड्रम उच्चालकों (पहला पुनरीक्षण) | 17 जून, 2014 | ---   | ---          |
| 7.  | आई एस/आई एस ओ 12460—1 : 2007 लकड़ी पर आधारित पैनल—फर्मेल्डिहाइड विमोचन का निर्धारण भाग 1 1—क्यूबिक मीटर चेम्बर द्वारा फर्मेल्डिहाइड उत्सर्जन पद्धति  | 17 जून, 2014 | ---   | ---          |
| 8.  | आई एस 13450 (भाग 1/अनुभाग 3) : 2014 चिकित्सीय उपस्कर भाग 2 बुनियादी सुरक्षा एवं आवश्यक निष्पादन के लिए सामान्य अपेक्षाएं अनुभाग 3 सामांतर मानक : नैदानिकक्ष—किरण उपस्कर में नाभिकीय सुरक्षा के लिए अपेक्षाएं                 | 17 जून, 2014 | ---   | ---          |
| 9.  | आई एस 14702 : 2014 पशु आहार घटक के रूप में अनडिकार्टिकेटिड सूरजमुखी की खली—विषिष्टि (पहला पुनरीक्षण)   | 17 जून, 2014 | आई एस 14702 : 1999  | 17 जून, 2014 |
| 10. | आई एस 16143 (भाग 6) : 2014 हाई कोयला एवं कोक—यांत्रिक नमूने लेना भाग 6 कोक—परीक्षण नमूनों की तैयारी  | 17 जून, 2014 | आई एस 436 (Part I / Sec 2) :<br>1976 and आई एस (Part II) : 1965 | 17 जून, 2014 |
| 11. | आई एस 16190 : 2014 कृषि वस्त्रादि—सिंचाई के लिए उच्च घनत्व पालीइथर्लीन (एच.डी.पी.ई.) लैमिनेटेड बुनी ले फ्लैट ट्यूब—विषिष्टि  | 17 जून, 2014 | ---   | ---          |
| 12. | आई एस 16192 (भाग 2): 2014 दो एवं तीन पहिये वाले स्वचल वाहनों के व्हील—रिम भाग 2 शीट धातु व्हील रिम—परीक्षणों एवं अपेक्षाओं की पद्धति   | 17 जून, 2014 | ---   | ---          |

| (1) | (2)   | (3)          | (4)                         | (5)          |
|-----|---|--------------|-----------------------------|--------------|
| 13. | आई एस 16202 : 2014 कृषि वस्त्रादि—<br>बागवानी में प्रयोग हेतु बने ग्राउंड कवर—<br>विषिष्टि  | 17 जून, 2014 | —                           | —            |
| 14. | आई एस 16218 कांटे—विषिष्टि  | 17 जून, 2014 | आई एस 992 : 1964            | 17 जून, 2014 |
| 15. | आई एस 16225 (भाग 1) : 2014 ज्यमितीय<br>उत्पाद विषिष्टियां—(जी. पी. एस.)<br>सिलिंडरीसिटी भाग 1 सिलिंडर आकृति की<br>शब्दावली एवं मानदंड | 17 जून, 2014 | —                           | —            |
| 16. | आई एस 16225 (भाग 2) : 2014 ज्यमितीय<br>उत्पाद विषिष्टियां—(जी.पी.एस.) सिलिंडरीसिटी<br>भाग 2 विषिष्टि संचालक                           | 17 जून, 2014 | —                           | —            |
| 17. | आई एस/आई ई सी 60479—3 : 1998 मानव<br>एवं पशुधन पर करेंट के प्रभाव भाग 3 पशुधन<br>के शरीर से गुजरने वाले करेंट से प्रभाव               | 17 जून, 2014 | —                           | —            |
| 18. | आई एस/आई एस ओ 80000—11 : 2008<br>मात्रा एवं इकाइयां भाग 11 अभिलाक्षणिक<br>संख्याएं  | 17 जून, 2014 | आई एस 1890 (Part 12) : 1995 | 17 जून, 2014 |
| 19. | आई एस/आई एस ओ 80000—12 : 2009<br>मात्रा एवं इकाइयां भाग 12 ठोस अवस्था<br>भौतिकी   | 17 जून, 2014 | आई एस 1890 (Part 13) : 1995 | 17 जून, 2014 |

इस भारतीय मानक की प्रतियां भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुरशाह जफर मार्ग, नई दिल्ली—110 002 क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकता, चण्डीगढ़, चेन्नई, मुम्बई, तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं। भारतीय मानकों को <http://www-standardsbis-in> द्वारा इंटरनेट पर खरीदा जा सकता है।

दिनांक : 17 जून, 2014

[संदर्भ : PUB/GN-1/V-II]

कला एम. वारियर, निदेशक (विदेशी भाषा एवं प्रकाशन)

New Delhi, the 17th June, 2014

**S.O. 1781.**—In pursuance of Clause (b) of sub-rule (1) of Rules 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which are given in the second column of Schedule hereto annexed has been established on the date indicated against it in third column. The particulars of the standards, if any, which are given in the fourth column shall also remain in force concurrently till they are cancelled on the date indicated against them in the fifth column.

#### SCHEDULE

| SI No. | No. & Year of the Indian Standards Established   | Date of Establishment | No. & Year of the Indian Standards to be cancelled, if any | Date of cancellation |
|--------|--|-----------------------|--|----------------------|
| (1)    | (2)  | (3)                   | (4)  | (5)                  |
| 1.     | IS/ISO/IEC Guide 74 : 2004 Graphical Symbols – Technical Guidelines for the consideration of consumers needs | 17 June, 2014         | —  | 17 June, 2014        |

| (1) | (2)   | (3)           | (4)  | (5)           |
|-----|---|---------------|--|---------------|
| 2.  | IS 919 (Part 2) : 2014/ISO 286-2: 2010 Geometrical product specification (GPS)—ISO Code System for Tolerances on Linear Sizes Part 2 tables of Standard Tolerances Classes and Limit Deviations for Holes Shafts (Second Revision)        | 17 June, 2014 | IS 919 (Part 2): 1993/ ISO 286- 2 : 1988                 | 17 June, 2014 |
| 3.  | IS/ISO 1501 : 2009 ISO Miniature Screw threads  | 17 June, 2014 | —  | —             |
| 4.  | IS 2154 : Coconut oilcake as Livestock Feed-Specification ( Third Revision)   | 17 June, 2014 | IS 2154 : 1986   | 17 June, 2014 |
| 5.  | IS 8156 : 2014 Fasteners for consumer goods synthetic hook and loop tape—specification (third revision)   | 17 June, 2014 | IS 8156 : 1994   | 17 June, 2014 |
| 6.  | IS 10096 Part 1/ Sec 2 : 2014 Recommendation for inspection testing and maintenance of radial gates and ropes drums hoists part 1 : inspection, testing and assembly at the manufacturing stage section 2 : rope drums hoists             | 17 June, 2014 | —  | —             |
| 7.  | IS/ISO 12460-1 : 2007 Wood based panels—determination of formaldehyde release part 1 formaldehyde emulsion by the 1 – cubic-metre chamber method  | 17 June, 2014 | —  | —             |
| 8.  | IS 13450 Part 1/Sec 3 : 2014 IEC 60601-1-3 : 2008 Medical electrical Equipment Part 1 General Requirements for Basic Safety and Essential Performance Section 3 Collateral standards : Radiation Protection in diagnostic X-ray equipment | 17 June, 2014 | —  | —             |
| 9.  | IS 14702 : 2014 Undecorticated Sunflower Oilcake as Livestock Feed Ingredient—Specification (First Revision)  | 17 June, 2014 | IS 14702 : 1999  | 17 June, 2014 |
| 10. | IS 16143 (Part 6) : 2014 ISO 13909-6 : 2001 Hard Coal and Coke – Mechanical sampling Part 6 Coke—Preparation of Test Samples  | 17 June, 2014 | IS 436 (Part I/Sec 2) : 1976 and IS 436 (Part II) : 1965 | 17 June, 2014 |
| 11. | IS 16190 : 2014 ‘Agro textile High Density polyethylene (HDPE) laminated woven lay flat tube for irrigation purpose—specification   | 17 June, 2014 | —  | —             |
| 12. | IS 16192 Part 2 : 2014 Automotive vehicles – wheel rims for two and three wheeled vehicles Part 2 sheet metal wheel rims – method of tests and requirements   | 17 June, 2014 | —  | —             |
| 13. | IS 16202 : 2014 ‘Agro textile—woven ground covers for horticulture application—specification  | 17 June, 2014 | —  | —             |

| (1) | (2)  | (3)           | (4)                      | (5)           |
|-----|--|---------------|--------------------------|---------------|
| 14  | IS 16218 : 2014 Forks : Specification  | 17 June, 2014 | IS 992 : 1964            | 17 June, 2014 |
| 15  | IS 16225-1 : 2014/ISO 12180-1 : 2011<br>(Geometrical product specification (GPS)-<br>cylindricity-Part 1 : 1 terms, definitions<br>and parameters of cylindrical form) | 17 June, 2014 | —                        | —             |
| 16  | IS 16225-2 : 2014/ISO 12180-2 : 2011<br>(Geometrical product specification<br>(GPS)- cylindricity – Part 2 : Specification<br>operators)                               | 17 June, 2014 | —                        | —             |
| 17  | IS/IEC 60479-3 : 1998 Effects of Current<br>on Human Beings and Livestock Part 3<br>Effects of Currents passing through the<br>body of Livestock                       | 17 June, 2014 | —                        | —             |
| 18  | ISO 80000-11: 2008 Quantities and Units<br>PART 11 Characteristic Numbers<br>(Superseding IS 1890(Part 9) : 1995)  | 17 June, 2014 | IS 1890 (Part 12): 1995  | 17 June, 2014 |
| 19  | IS/ISO 80000 – 12 : 2009 Quantities and<br>Units Part 12 Solid State physics<br>(Superseding IS 1890 (Part 13) : 1997 )  | 17 June, 2014 | IS 1890 (Part 13) : 1997 | 17 June, 2014 |

Copies of these standards are available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi – 110002 and Regional Offices : Kolkatta, Chandigarh, Chennai, Mumbai and also Branch Offices: Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Kochi.

Date : 17 June, 2014

[Ref: PUB/GN-1/V-II]

KALA M. VARIAR, Director(Foreign Languages & Publications)

### श्रम एवं रोजगार मंत्रालय

नई दिल्ली, 30 अप्रैल, 2014

**का.आ. 1782.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार डायरेक्टर, इंदिरा गांधी राष्ट्रीय मानव संग्रहालय, भोपाल के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या CGIT/LC/R/181/98) को प्रकाशित करती है जो केन्द्रीय सरकार को 28/04/2014 को प्राप्त हुआ था।

[ सं. एल-42012/18/98-आईआर (डीयू) ]

पी. के. वेणुगोपाल, अनुभाग अधिकारी

### MINISTRY OF LABOUR AND EMPLOYMENT

New Delhi, the 30th April, 2014

**S.O. 1782.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. CGIT/LC/R/181/98) of the Cent. Govt. Indus. Tribunal-cum-Labour Court, Jabalpur now as shown in the Annexure, in the industrial dispute between the employers in relation

to the management of Director, Indira Gandhi Rashtriya Manav Sangrahalaya, Bhopal and their workmen, which was received by the Central Government on 28/04/2014.

[No. L-42012/18/98-IR (DU)]

P. K. VENUGOPAL, Section Officer

### ANNEXURE

### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

**No. CGIT/LC/R/181/98**

PRESIDING OFFICER: SHRI R.B. PATLE

Shri Sena,  
S/o Narsingh Beel, Suraj Nagar,  
Bhadbhada,  
Bhopal

...Workman

### Versus

The Director,  
Indira Gandhi Rashtriya Manav  
Sangrahalaya, Shamla Hills,  
Bhopal

...Management

**AWARD**

Passed on this 7<sup>th</sup> day of April, 2014

1. The Government of India, Ministry of Labour vide its Notification No. L-42012/18/98-IR(DU) dated 22-7-98 has referred the following dispute for adjudication by this tribunal:-

“Whether the action of the management of Director, Indira Gandhi Rashtriya Manav Sangrahalaya, Bhopal in terminating the services of Shri Sena, S/o Narsingh Beel is legal and justified? If not, to what relief the concerned workman is entitled?”

2. After receiving reference, notices were issued to the parties. Ist party workman submitted statement of claim. Case of workman is that he was appointed as chowkidar in clear vacancy on 16-4-90. The service record was excellent. He was member of Rashtriya Manav Sangrahalaya Karmchari Sangh. His services were terminated w.e.f. 8-8-95. That he had continuously worked for more than 240 days in calendar year. He was not served notice, no retrenchment compensation was paid to him. The services were terminated in violation of Section 25-H of I.D.Act. on such ground, workman prays for his reinstatement with consequential benefits.

3. Management filed Written Statement. IInd party submitted that it is not covered as industry under Section 2(j) of I.D.Act. That appropriate Government for IInd party is State Govt., Central Govt. has no authority to make reference. Workman was engaged on daily wages w.e.f. 8-8-95. Workman remained absent from work. There are no ground to make out dispute between parties. IInd party denied that workman was appointed against clear vacant post of chowkidar. That there is no registered Union. The violation of Section 25-F, G, H of I.D. Act is denied by IInd party.

4. Considering pleadings on record, the points which arise for my consideration and determination are as under. My findings are recorded against each of them for the reasons as below:-

- |  |                      |
|--|----------------------|
| (i) Whether Indira Gandhi Rashtriya Manav Sangrahalaya is an Industry?         | Not proved           |
| (ii) Whether the management illegally terminated the services of the workman?  | In Affirmative       |
| (iii) Whether their workmen is entitled to reinstatement with full back wages? | In Affirmative       |
| (iv) Whether the reference is maintainable?                                    | Reference is tenable |

(v) Relief and costs?

As per final order

**REASONS**

5. Workman is challenging termination of his service for violation of Section 25-F of I.D. Act. workman filed affidavit of his evidence. He has stated that he was appointed on post of chowkidar against clear vacancy on 16-4-90. He was continuously working till 18-8-95. His services were terminated. That he had worked more than 240 days prior to termination of his service. He was not paid retrenchment compensation. Prior permission of Competent Authority for termination was not taken. In his cross-examination workman says he rendered services at Vallabh Bhawan, Bhopal. He had not produced appointment order. He was not working on daily wages. He was paid monthly wages. He worked from 1990 to 1995 but he has no document.

6. Management failed to adduce evidence. Evidence of management is closed on 7-4-2011. Thus the management has failed to substantiate his contentions, no evidence is adduced about what are the activities carried out by the IInd party. Workman has produced office order dated 31-12-2010, temporary status given to the employees of IInd party. The evidence of workman that he was continuously working for more than 240 days prior to termination of his service is not shattered. As per terms of reference, the date of termination of workman is not mentioned. However in his statement workman has claimed that his services were terminated from 8-8-95. In his evidence, workman says he worked from 1990 to 1993. It cannot be hurdle in granting relief to the workman. The evidence of workman that he was not paid retrenchment compensation, the approval of Govt. was not obtained remained unchallenged. The evidence clearly shows that services of workman are terminated in violation of Section 25-F, G, H of I.D. Act.

7. Learned counsel for IInd party in support of its argument that burden lies on workman to prove that he was continuously working for 240 days, reliance is placed in ratio held in

“MP Electricity Board through its Superintending Engineer and Manoj Kumar and others reported in 2006 (109) FLR 1035. Ratio held in the case is order casting burden of proof on shoulder of employer by Industrial Court. That the employee has not continuously worked for 240 days, the order is not valid and quashed.”

In present case, evidence of workman about his continuously working for more than 240 days is not shattered. No issue has been framed casting burden on

management therefore ratio cannot be applied to case at hand.

8. The evidence clearly shows that service of workman are illegally terminated in violation of Section 25-F. Management has not substantiated by evidence that it is not covered as industry therefore the reference is tenable. The contentions of management that State Govt. is appropriate Govt., Central Govt. has no power to make reference. The order of reference is not challenged by IInd party and therefore this Tribunal is bound to decide the reference. I make it clear that reference is tenable.

9. The workman is claiming for reinstatement with back wages. Workman was working for short period. There is no evidence that any kind of recruitment process was followed therefore reinstatement of workman cannot be granted. In my considered view, considering length of service, compensation Rs. 75,000/- will meet the ends of justice. for above reasons, I record my finding on Point No.1 as not proved, 2 in Affirmative, 3 that workman is entitled to compensation Rs. 75,000/- and 4 as reference is tenable.

10. In the result, award is passed as under:-

- (1) The action of the management of Director, Indira Gandhi Rashtriya Manav Sangrahalaya, Bhopal in terminating the services of Shri Sena, S/o Narsingh Beel is not legal and proper.
- (2) IInd party management is directed to pay compensation Rs. 75,000/- to the workman within 30 days from date of publication of award.

Amount as per above order shall be paid to workman within 30 days. In case of default, amount shall carry 9 % interest per annum from the date of award till its realization.

11. Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

R. B. PATLE, Presiding Officer

नई दिल्ली, 17 जून, 2014

**का.आ. 1783.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बी. सी. सी. एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय-1, धनबाद के पंचाट (संदर्भ संख्या 31/2012 & 2/13) को प्रकाशित करती है जो केन्द्रीय सरकार को 17/06/2014 को प्राप्त हुआ था।

[ सं. एल-20012/150/2011-आईआर (सीएम-1) ]

एम. के. सिंह, अनुभाग अधिकारी

New Delhi, the 17th June, 2014

**S.O. 1783.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 31/2012 & 2/13) of the Cent. Govt. Indus. Tribunal-cum-Labour Court-1, Dhanbad as shown in the Annexure, in the industrial dispute between the management of M/s. BCCL, and their workmen, received by the Central Government on 17/06/2014

[No. L-20012/150/2011-IR (CM-I)]

M. K. SINGH, Section Officer

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO.1), DHANBAD.

IN THE MATTER OF REFERENCE U/S 10(1)(D) (2A)  
OF I.D. ACT 1947

**Reference : No. 31 of 2012**

**Parties :—**Employers in relation to the management of B.T.A, M/s. BCCL

And

Their workman (Didar Singh)

**I.D. case No. 2/2013**

IN THE MATTER OF I.D U/S (2A)(i) (2) OF I.D.  
AMENDMENT ACT 2010

DIDAR SINGH  
S/o Sri Indar Singh  
P. O. Jagjivan Nagar  
Dist -Dhanbad

...Applicant

#### Versus

1. C.M.D  
Koyla Bhawan, Koyla Nagar  
M/s. BCCL  
P.O-BCCL Township  
Dist-Dhanbad

2. Area Manager /Dy General Manager  
B.T.A. Bhuli, P.O. - Bhuli Nagar,  
Dist- Dhanbad

...Opp. Party

#### Present:-

SRI RANJAN KUMAR SARAN, Presiding Officer

#### Appearances:-

For the Employers : Sri U.N. Lall, Advocate

For the workman : Sri Pintu Mondal, Rep.

State : Jharkhand

Industry : Coal



Dated : 27 May, 2014

### AWARD

By Order No.L-20012/150/2011-IR (CM-I), dated.12/03/2012, the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following disputes for adjudication to this Tribunal:

### SCHEDULE

“Whether the action of the management of Bhuli Town Administration of M/S BCCL in dismissing Sri Didar Singh Ex- Accounts Assistant from the service of the company vide order dated 07.06.2011 is fair and justified? To what relief the concerned workman is entitled?”

2. This Reference Case is received from the Ministry of Labour & Employment on 09.04.2012. After receipt of reference, both parties are noticed. During the pendency of this case, one I.D case received from CGIT No. -2 of same person vs same organization is registered as 2/13. After receipt of the I.D case, workman Prays that the reference case should proceed in which stage the I.D case is received in this Tribunal. Thereafter both case are heard analogously. One witness from each is examined and document marked as M-1 to M-9 on behalf of the management, and W-1 to W-20 marked from the side of workman.

3. Short point that involved in this case, whether the workman has been convicted in a case continue in job under the management or not.

4. Admittedly the workman has been convicted by the criminal court U/S 419 I.P.C and a revision petition for setting a-side. Conviction is pending in the High Court.

5. The enquiry held fair and proper. The workman who is an accountant in Central hospital has not been convicted for defalcation, falsification of record or showing indecent behaviour to the women staff in the organization of management.

6. The workman admittedly dismissed about 4 & ½ years after his conviction in Court, on the ground of conviction on moral turpitude. It is noted that moral turpitude has not been defined in any statute or in any ruling so far the knowledge of this Tribunal runs. He has filed revision, and challenged his conviction.

7. If he gets clean acquittal about 10 years after, in the High Court, can the management give him his full back wages. In the opinion of the Tribunal, when a conviction is challenged, the finality of conviction weakened. Therefore the workman be taken into job, so long his

criminal revision either in High Court or any higher court is pending. There after also he be continued unless he is otherwise incompetent or caused any harm.

8. Considering the facts and circumstances of this case, I hold that the workman be reinstated in his job but no back wages be given to him. He be taken into job within one month from the date of publication of the Award.

This is my award

R. K. SARAN, Presiding Officer

नई दिल्ली, 17 जून, 2014

**का.आ. 1784.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार सी. सी. एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय-1, धनबाद के पंचाट (संदर्भ संख्या 2 of 1993) को प्रकाशित करती है जो केन्द्रीय सरकार को 17/06/2014 को प्राप्त हुआ था।

[सं. एल-20012/283/1991-आईआर (सीएम-1)]

एम. के. सिंह, अनुभाग अधिकारी

New Delhi, the 17th June, 2014

**S.O. 1784.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 2/1993) of the Cent. Govt. Indus. Tribunal-cum-Labour Court-1, Dhanbad as shown in the Annexure, in the industrial dispute between the management of M/s. CCL, and their workmen, received by the Central Government on 17/06/2014.

[No. L-20012/283/1991-IR (CM-I)]

M. K. SINGH, Section Officer

### ANNEXURE

### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO.1), DHANBAD

IN THE MATTER OF A REFERENCE U/S 10(1) (D)  
(2A) OF I.D. ACT, 1947.

### Ref. No. 2 of 1993

Employers in relation to the management of Rajrappa Coal Washery of M/S C.C.L.

AND.

Their workmen.

### Present:

SRI RANJAN KUMAR SARAN, Presiding officer

**Appearances:**

For the Employers : Sri D. K. Verma, Advocate  
 For the workman : Sri D. Mukherjee, Rep.  
 State :- Jharkhand Industry : Coal  
 Dated. 19/5/2014

**AWARD**

By Order No. L-20012/283/1991-IR (CM-I), dated 17/12/1992, the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following disputes for adjudication to this Tribunal:

**SCHEDULE**

“Whether the action of the management of Rajrappa Coal Washery of M/s. CCL in not regularizing S/ Shri Kartik Mahato and 160 others workers is legal and justified? If not what relief they are entitled to?”

2. This case is receipt on remand from Hon'ble High Court, Ranchi. After receipt of the case, both parties are noticed, the workman chose to adduce one witness whereas the management did not choose to adduce any evidence, though sufficient chances were given. The matter was heard at length.

3. The Hon'ble Court orders to decide the case as per the norms of sail case, feeling that the present case is coming under contract labour abolition and Regularisation Act case.

4. Moreover from the pleadings i.e. para 9 of the written statement it appears that slurry were generated in coal washery of management regularly and it was removed manually and subsequently certain machinery were used.

5. At paragraph 11 of the written statement it has been mentioned that, slurry lifting work was a prohibited category work which was notified by the Central Government illegally has been admitted by the management at para 11 of the written statement. But curiously the management could not take any steps to struck down those notification either in Govt. level or in Court .

6. It has been admitted that those work was given to various contractors. The real problem arose when the contract labour demand for regularization and equal pay protection as that of ordinary workman, they were removed from the job for which the present dispute.

7. The same thing happened in SAIL case where in state Government declared some category of work prohibited category where the contract labourers were engaged.

8. Unfortunately the MW-1 Sr. Executive Engineer in his evidence has deposed contrary to the written

statement filed by the management, and tried to conceal truth before this Tribunal. Even he has no idea, who were working , how they were engaged and what is the real picture inside and out side the washery and what is the nature of work, his evidence is of no help to the management as it is contrary to pleading.

9. It is absolutely correct that the workmen were engaged by the contractors and they have been disengaged since more than 25 years.

10. Even both sides are requested by the court to submit, how many workman have died in the meantime and how many already been retired and their identity, it was not cooperated .

11. However some workmen file their photos etc. after the closer of the case. Previously attendance register etc. are marked applying the ratio decided of SAIL case, and the factual and legal aspects of this case. It is observed that the workmen are to be regularized under the management . But it is seen that the workmen have run from pillar to post but have not achieved anything till today.

12. Therefore this Tribunal considering all aspects of the case ordered in following manner:-

- (i) The workmen who have rendered service and it appears that their P.F. has been deducted, their P.F. contribution and their accumulation be given to them or to their legal representative/Heirs if any.
- (ii) The service benefits only i.e money value of gratuity etc. as per their proportionate period of job be given to them, If permissible.
- (iii) Each workmen be given Rs. 75,000 in lieu of their regularization. If the workmen already died or Superannuated either to their LR or to the retired workman, be given.
- (iv) The workmen who are less than 50 years, they be regularized, phase wise according to the seniority of age and the process of regularization is to be completed within 3 years, subject to verification of their identity, age proof etc. The workmen in lieu of regularization can exercise monetary compensation if he so likes.

The payment must be made within two month from the date of notification of the award in the gazette. Any dispute regarding identity of any workmen and payment will be made under the direct supervision of this Tribunal.

This is my award.

R. K. SARAN, Presiding Officer

**ANNEXURE to the Ministry's order No. L-20012/283/91 IR (C-I) dated 17/12/92****ASANGATHIT SHRAMIK SAHYOG SAMITI LTD.****RAJRAPPA WASHERY**

| S. No. | Name                    | Post    | Father's name       | Village      | P.S.        | Thana   | District   |
|--------|-------------------------|---------|---------------------|--------------|-------------|---------|------------|
| 1      | 2                       | 3       | 4                   | 5            | 6           | 7       | 8          |
| 1.     | Kartik Mahato           | Mazdoor | Samlal Mahato       | Borobing     | Barkipona   | Ramgarh | Hazaribagh |
| 2.     | Pana Devi               | -do-    | Gurudayal Bedia     | -do-         | -do-        | -do-    | -do-       |
| 3.     | Bilaso Devi             | -do-    | Gansu Bedia         | -do-         | -do-        | -do-    | -do-       |
| 4.     | Sukhlal Mahato          | -do-    | Lubar Mahato        | Ukrid        | Soso        | -do-    | -do-       |
| 5.     | Laltu Mahato            | -do-    | Jhumlal Mahto       | Sikni        | Sikni       | -do-    | -do-       |
| 6.     | Hiralal Mahto           | -do-    | Rupoa Mahto         | Borobing     | Barkipona   | -do-    | -do-       |
| 7.     | Tikendar Mahto          | -do-    | Deoki Mahto         | Sikni        | Sikni       | -do-    | -do-       |
| 8.     | Sukhdeo Mahto           | -do-    | Late Zadunath Mahto | Marangmarcha | Chitarpur   | -do-    | -do-       |
| 9.     | Khurshid Ansari         | -do-    | Haroon Rashid       | Borobing     | Barkipona   | -do-    | -do-       |
| 10.    | Karim Mahto             | -do-    | Sohan Mahto         | Sikni        | Sikni       | -do-    | -do-       |
| 11.    | Brijlal Mahto           | -do-    | Mali Mahto          | Barki Dundi  | Karma       | Mandu   | -do-       |
| 12.    | Himsagar Ram            | -do-    | Dalchand Mahto      | Barki pona   | Barki pona  | Ramgarh | -do-       |
| 13.    | Ramkisto Singh          | -do-    | Late Digambar Singh | -do-         | -do-        | -do-    | -do-       |
| 14.    | Barju Mahto             | -do-    | Bhola Mahto         | Sikni        | Sikni       | -do-    | - do-      |
| 15.    | Krishna Kr. Vishwakarma | -do-    | Tibhu Karmali       | Hathgadha    | Banda       | Gola    | -do-       |
| 16.    | Bharath Ram             | -do-    | Lalkishan Ram       | Sikni        | Sikni       | Ramgarh | -do-       |
| 17.    | Lakhan Ram Bedia        | -do-    | Charku Bedia        | Hurpa        | Murpa       | Gola    | -do-       |
| 18.    | Ramji Bedia             | -do-    | Kuleshwar Bedia     | Jobhia       | Benda       | -do-    | -do-       |
| 19.    | Panchit Mahato I        | -do-    | Mana Mahto          | Urkid        | Soso        | -do-    | -do-       |
| 20.    | Naresh Maho I           | -do-    | Puran Mahto         | Jobhia       | Benda       | Gola    | -do-       |
| 21.    | Basudeo Mahto           | -do-    | Khakhul Mahto       | Marangmarch  | Chitarpur   | Ramgarh | -do-       |
| 22.    | Jura Uraon              | -do-    | Late Kangru Oraon   | Kurgi        | Shivnathpur | Sisai   | Ranchi     |
| 23.    | Ramdhan Mahto           | -do-    | Balu Mahto          | Sikni        | Sikni       | Ramgarh | H. bagh    |
| 24.    | Tuphan Paswan           | -do-    | Mahabir Paswan      | Chhattar     | Chhattar    | -do-    | -do-       |
| 25.    | Somar Mahto             | -do-    | Kitak Mahto         | Barki Dundi  | Karma       | Mandu   | -do-       |
| 26.    | Dukhni Devi             | -do-    | W/o Jangla Bedia    | Hakedag      | Hakedag     | Sili    | Ranchi     |
| 27.    | Ram Lagan Bedia         | -do-    | Illegible /-        | Illegible/-  | Murpa       | Gola    | Ramgarh    |
| 28.    | Mantarima Devi          | -do-    | W/o Barsa Bedia     | Barobing     | Barkipona   | Ramgarh | -do-       |

| 1   | 2                  | 3    | 4                       | 5                | 6          | 7         | 8       |
|-----|--------------------|------|-------------------------|------------------|------------|-----------|---------|
| 29. | Subaso Devi        | -do- | W/o Mangra Bedia        | Barobing         | Barkipona  | Ramgarh   | H. Bagh |
| 30. | Sukhdeo Manjhi     | -do- | Ramji Manjhi            | Bhuchundih       | R.P.       | -do-      | -do-    |
| 31. | Mumtaz Ansari      | -do- | Md Bashir               | Barkipona        | Barki Pona | -do-      | -do-    |
| 32. | Lakhan Manjhi      | -do- | Shyamlal Mahto          | Bhuchundih       | R. Project | -do-      | -do-    |
| 33. | Mahendra Paswan    | -do- | Ramchandra Paswan       | Bhaghar          | Imamganj   | Imamganj  | Gaya    |
| 34. | Murli Mahto        | -do- | Mahesh Mahto            | Jobhia           | Banda      | Gola      | H.bagh  |
| 35. | Khileswar Kewat    | -do- | Somra Kewat             | Bhuchundih       | R. Project | Ramgarh   | -do-    |
| 36. | Misrilal Mahto     | -do- | Harkhu Mahto            | Sikni            | Sikni      | -do-      | -do-    |
| 37. | Chetlal Berdi      | -do- | Janki Bedia             | Bhubhui          | Murpa      | Gola      | -do-    |
| 38. | Lalita Devi        | -do- | W/o Jano Bedia          | -do-             | -do-       | -do-      | -do-    |
| 39. | Akli Devi          | -do- | W/o Suresh Bedia        | -do-             | -do-       | -do-      | -do-    |
| 40. | Binat Kumari       | -do- | Lalsoy Bedia            | -do-             | -do-       | -do-      | -do-    |
| 41. | Kaamil Devi        | -do- | W/o Shiblal Bedia       | -do-             | -do-       | -do-      | -do-    |
| 42. | Matukram Bedia     | -do- | Chamu Bedia             | Ichatu Dumardiha | Ichatu     | Ramgarh   | -do-    |
| 43. | Kuleshwar K Dangi  | -do- | Pairu Mahto             | Badam            | Badam      | Barkagaon | -do-    |
| 44. | Ludheswar Mahto    | -do- | Sukar Mahto             | Urkid            | Soso       | Ramgarh   | -do-    |
| 45. | Satyadeo Singh     | -do- | Mohar Singh             | -do-             | -do-       | -do-      | -do-    |
| 46. | Rama Rabidas       | -do- | Bihari Rabidas          | -do-             | -do-       | -do-      | -do-    |
| 47. | Prakash Singh      | -do- | Chakaldhar Singh        | -do-             | -do-       | -do-      | -do-    |
| 48. | Narain Mahto       | -do- | Jaldhar Mahto           | Sikni            | Sikni      | -do-      | -do-    |
| 49. | Rajesh K.Prajapati | -do- | Radha Krishna Prajapati | Chhattar         | Chattar    | -do-      | -do-    |
| 50. | Sitaram Prajapati  | -do- | Mahabir Prajapati       | -do-             | -do-       | -do-      | -do-    |
| 51. | Raju Kewat         | -do- | Sohan Kewat             | Bhuchundih       | R. Project | -do-      | -do-    |
| 52. | Raju Mahto         | -do- | Sonaram Mahto           | Sikni            | Sikni      | -do-      | -do-    |
| 53. | Jaibir Sinh        | -do- | Urgelal Sinh            | Urkid            | Soso       | -do-      | -do-    |
| 54. | Jageshwar Mahto    | -do- | Rasu Mahto              | Marangmerch      | Chitarpur  | -do-      | -do-    |
| 55. | Babulal Mistri     | -do- | Futun Mistri            | Pochara          | Barkabana  | Patratu   | -do-    |
| 56. | Chinilal Mistri    | -do- | Prasadi Mistri          | Dulmi            | Dulmi      | Ramgarh   | -do-    |
| 57. | Bushni Kumari      | -do- | Maghu Bedia             | Borobing         | Barkipona  | -do-      | -do-    |
| 58. | Dinesh Paswan      | -do- | Ishri Paswan            | Chatapur         | Dumriya    | Dumriya   | Gaya    |
| 59. | Fulo Kumari        | -do- | Baji Bedia              | Borobing         | Barkipona  | Ramgarh   | H.bagh  |
| 60. | Ramjatan Mahto     | -do- | Lt. Banwari Mahto       | Barkipona        | -do-       | -do-      | -do-    |
| 61. | Om Prakash Karmali | -do- | Guni Karmali            | Sarangatu        | Saram      | Gola      | -do-    |
| 62. | Madhu Mahto        | -do- | Sawan Manto             | Soso Khurd       | Soso Kalan | -do-      | -do-    |

| 1   | 2                  | 3    | 4                   | 5                          | 6               | 7               | 8       |
|-----|--------------------|------|---------------------|----------------------------|-----------------|-----------------|---------|
| 63. | Rajesh K Chauhan   | -do- | Ramjanam Sinh       | Pariyara                   | Tildag          | Garhwa          | Palmu   |
| 64. | Samlal Mahto       | -do- | Sukhan Mahto        | Chotkilari                 | Barkilari       | Ramgarh         | H. Bagh |
| 65. | Nirmal Mahto       | -do- | Balram Mahto        | Marangmercha               | Chitarpur       | -do-            | -do-    |
| 66. | Chaitu Mahto       | -do- | Lt. Kashi Choudhari | -do-                       | -do-            | -do-            | -do-    |
| 67. | Naresh Mahto       | -do- | Turu Mahto          | -do-                       | -do-            | -do-            | -do-    |
| 68. | Rajkishore Munda   | -do- | Ramlal Munda        | Ramgarh                    | Ramgarh         | -do-            | -do-    |
| 69. | Kesho Yadav        | -do- | Chakkal Yadav       | -do-                       | -do-            | -do-            | -do-    |
| 70. | Basanti Devi       | -do- | Ramdayal Bedia      | Borobing                   | Barkipona       | -do-            | -do-    |
| 71. | Budhni Devi        | -do- | W/o Kripal Sinh     | Bhuchundih<br>Dugul colony | R. project      | -do-            | -do-    |
| 72. | Lila Devi          | -do- | Maniram Bedia       | Barlenga                   | Berlenge        | Gola            | -do-    |
| 73. | Suresh Mahto II    | -do- | Ruru Mahto          | Marangmercha               | Chitarpur       | R.Garh          | -do-    |
| 74. | Pachu Bedia        | -do- | Uklu Bedia          | Hekedag                    | Hekedag         | Sili            | Ranchi  |
| 75. | Ramphal Mahto      | -do- | Dalu Mahto          | Marangmarcha               | Chitarpur       | R.Garh          | H.Bagh  |
| 76. | Kailash Manjhi     | -do- | Mithu Manjhi        | Bhurkatanr                 | Hasatu          | Jhalada         | Purulia |
| 77. | Malo Devi          | -do- | W/o Daho Manjhi     | Bhubhundih                 | R.Project       | R.Garh          | H.Bagh  |
| 78. | Karmi Devi         | -do- | W/o Pathon          | Borobing                   | Barkipona       | -do-            | -do-    |
| 79. | Rambali Karmali    | -do- | Tibhu Karmali       | Hathgarh                   | Banda           | Gola            | -do-    |
| 80. | Barhan Karmali     | -do- | Prasad Karmali      | Urkid                      | Soso            | R.Garh          | -do-    |
| 81. | Mansu Mahto        | -do- | Kansi Mahto         | Marangmercha               | Chitarpur       | -do-            | -do-    |
| 82. | Gokhim Mahto       | -do- | Sahabram Mahto      | Sikni                      | Sikni           | -do-            | -do-    |
| 83. | Ghakhul Munda      | -do- | Jugnu Munda         | Bhanpur                    | Ichatu          | -do-            | -do-    |
| 84. | Ghanesh Kewat      | -do- | Late Indua Kewat    | Bhuchundih                 | R.Project       | -do-            | -do-    |
| 85. | Srikant Mahto      | -do- | Ramu Mahto          | Bamang                     | Toyar           | Gola            | -do-    |
| 86. | Bhagirath Mahto    | -do- | Bandhu Mahto        | Bayang                     | -do-            | -do-            | H.Bagh  |
| 87. | Matuklal Mahto     | -do- | Araglal Mahto       | Khokha                     | Toyar           | Gola            | H.Bagh  |
| 88. | Robin Mahto        | -do- | Ganesh Mahto        | -do-                       | -do-            | -do-            | -do-    |
| 89. | Manrakhan Mahto    | -do- | Makund Mahto        | Gagari                     | Dahu            | Sili            | Ranchi  |
| 90. | Baleshwar Mahto    | -do- | Ravi Mahto          | -do-                       | -do-            | -do-            | -do-    |
| 91. | Dhneswar Mahto     | -do- | Babulal Mahto       | Bayang                     | Toyar           | Gola            | H.Bagh  |
| 92. | Rameshwar Mahto    | -do- | Chamu Mahto         | -do-                       | -do-            | -do-            | -do-    |
| 93. | Sunder Mahto       | -do- | Damru Mahto         | Gola                       | Gola            | Gola            | Gola    |
| 94. | Vinod Vishav Karma | -do- | Tibhu Karmali       | Hathgarh                   | Banda           | -do-            | -do-    |
| 95. | Habib Ansari       | -do- | Gulam Rasul         | Barwadih<br>Chotka         | Barka<br>Chumba | Mandu<br>Chumba | -do-    |
| 96. | Mukesh Kunsaw      | -do- | Reva Saw            | Chhattar                   | Chhattar        | R.garh          | -do-    |

| 1    | 2                   | 3    | 4                     | 5                  | 6               | 7               | 8      |
|------|---------------------|------|-----------------------|--------------------|-----------------|-----------------|--------|
| 97.  | Yasin Ansari        | -do- | Luddhi Ansari         | Barwadih<br>Chotka | Barka<br>Chumba | Mandu<br>Chumba | -do-   |
| 98.  | Bhagirath Mahto I   | -do- | Chandicharan<br>Mahto | Urkid              | Soso            | R.Garh          | -do-   |
| 99.  | Nasrul Ansari       | -do- | Luddhi Ansari         | Barwadih<br>Chotka | Barka<br>Chumba | Mandu<br>Chumba | -do-   |
| 100. | Seoki Mahto         | -do- | Dharmnath<br>Mahto    | Bghenpur           | Tohatu          | R.garh          | -do-   |
| 101. | Mustakim Ansari     | -do- | Rojid Ansari          | Chaingadda         | Patraru         | Patraru         | -do-   |
| 102. | Suresh Mahto III    | -do- | Ghana Mahto           | Urkid              | Soso            | R.Garh          | -do-   |
| 103. | Topan Mahto         | -do- | Ganesh Mahto          | Byang              | Toyar           | Gola            | -do-   |
| 104. | Lakhan Mahto        | -do- | Newilal Mahto         | -do-               | -do-            | -do-            | -do-   |
| 105. | Islam Ansari        | -do- | Rojan Ali             | Chari              | Chari           | -do-            | -do-   |
| 106. | Dhneswar Mahto      | Q    | Sahju Mahto           | Bhenpur            | Soso            | R.Garh          | -do-   |
| 107. | Salim Ansari        | -do- | Halim Ansari          | Byang              | Toyar           | Gola            | -do-   |
| 108. | Prem Nath Choudhari | -do- | Ramsundar Mahto       | Urkid              | Sosso           | R.Garh          | -do-   |
| 109. | Bisheswar Bedia     | -do- | Ramphal Bedia         | Borobing           | Barkipona       | -do-            | -do-   |
| 110. | Mohilal Manjhi      | -do- | Ramphal Manjhi        | Jobhiar            | Benda           | Gola            | -do-   |
| 111. | Mustakim Ansari     | -do- | Rojid Ansari          | Hehal              | Chaingaddn      | Patraru         | -do-   |
| 112. | Ramjatan Bedia      | -do- | Mangra Bedia          | Borobing           | Barkipona       | -do-            | -do-   |
| 113. | Zahir Ahmad         | -do- | Abdul Quadir          | Chari              | Chari           | Gola            | -do-   |
| 114. | Sukhlal Mahto       | -do- | Sadhu Mahto           | Urkid              | Sosso           | R.Garh          | -do-   |
| 115. | Tulsi Bedia         | -do- | Roso Bedia            | Hakedag            | Hakedag         | Sili            | Ranchi |
| 116. | Dhaniram Mahto      | -do- | Madan Mahto           | Sikani             | Sikani          | R.Garh          | H.Bagh |
| 117. | Dinesh Mahto        | -do- | Savalal Mahto         | -do-               | -do-            | -do-            | -do-   |
| 118. | Lal Mohan Bedia     | -do- | Manki Bedia           | Bedkipana          | Borobing        | -do-            | -do-   |
| 119. | Anil Mahto          | -do- | Chunu Mahto           | Sikani             | Sikani          | -do-            | -do-   |
| 120. | Khedan Mahto        | -do- | Rusu Mahto            | Marangmarch        | Chitarpur       | -do-            | -do-   |
| 121. | Magha Mahto         | -do- | Sitaram Mahto         | -do-               | -do-            | -do-            | -do-   |
| 122. | Ashok Mahto         | -do- | Shivnath Mahto        | Urkid              | Soso            | -do-            | -do-   |
| 123. | Dasa Mahto          | -do- | Jagadih Mahto         | Sikani             | Sikani          | -do-            | -do-   |
| 124. | Chando Devi         | -do- | H/Sabjiwan<br>Bedia   | Borobing           | Bedakipona      | -do-            | -do-   |
| 125. | Mahazu Mahto        | -do- | Sitaram Mahto         | Marangmarch        | Chitarpur       | -do-            | -do-   |
| 126. | Jyotilal Mahto      | -do- | Dinu Mahto            | Urkid              | Soso            | -do-            | -do-   |
| 127. | Udaya Prasad        | -do- | Mahendra Pd.          | Bhagahar           | Emamganj        | Emamganj        | Gaya   |
| 128. | Chhatru Mahto       | -do- | Banodhi Mahto         | Marangmarch        | Chitarpur       | R.Garh          | H.Bagh |
| 129. | Bilas Paswan        | -do- | Dharmadev<br>Paswan   | Ganjana            | Raniganj        | Emamganj        | Gaya   |

| 1   | 2                 | 3    | 4                         | 5                  | 6           | 7        | 8       |
|-----|-------------------|------|---------------------------|--------------------|-------------|----------|---------|
| 130 | Jaldhar Mahto     | -do- | Bhugalu Mahto             | Bhanpur            | Fehatu      | R.Garh.  | H.Bagh  |
| 131 | Jugal Mahto       | -do- | Jagir Mahto<br>Sikandar   | Harwahdih          | Soso        | -do-     | -do-    |
| 132 | Ratani Devi       | -do- | Chandan Bedia             | Borobing           | Bedakipona  | -do-     | -do-    |
| 133 | Rudani Devi       | -do- | H/Kanahaya<br>Bedia       | Rampur             | Rampur      | Sili     | Ranchi  |
| 134 | Dip Narayan Sinha | -do- | D/Mohar Sinha             | Urkid              | Soso        | R.Garh   | H.Bagh  |
| 135 | Jangla Bedia      | -do- | Bhurgu Bedia              | Hekedag            | Hekedag     | Sili     | Ranchi  |
| 136 | Mahesh Kewat      | -do- | Sohan Kewat               | Bhudhundih         | R.Project   | R.Garh   | H.Bagh  |
| 137 | Tulsi Kewat       | -do- | Lt.Bhikhu Kewat           | -do-               | -do-        | -do-     | -do-    |
| 138 | Bigal Kewat       | -do- | Budhu Kewat               | -do-               | -do-        | -do-     | -do-    |
| 139 | Lagani Devi       | -do- | Mangar Mahto              | -do-               | -do-        | -do-     | -do-    |
| 140 | Anwar Ansari      | -do- | Ludhi Miya                | Barwabdihc<br>huma | Barka Chuma | Giddi A  | -do-    |
| 141 | Charku Munda      | -do- | Bansi Munda               | Ramgarh            | Ramgarh     | R.GArh   | H.Bagh  |
| 142 | Sunil Kewat       | -do- | Madhelu Mewat             | Bhudhundih         | R.Project   | R.Garh   | H.Bagh  |
| 143 | Sikari Kewat      | -do- | Charku Kewat              | -do-               | -do-        | -do-     | -do-    |
| 144 | Chaman Kewat      | -do- | Rehin Kewat               | -do-               | -do-        | -do-     | -do-    |
| 145 | Ashok Kr. Gupta   | -do- | Durga Pd.Gupta            | Tisari             | Tisari      | Tisari   | Giridih |
| 146 | Sohan Bedia       | -do- | Abhiram Bedia             | Jobhiya            | Benda       | Gola     | H.Bagh  |
| 147 | Jatru Mahto       | -do- | Bhikhamung<br>Mahto       | Badakidundi        | Karma       | Mendu    | -do-    |
| 148 | Ratnu Urawa       | -do- | Biru Urawa                | Baharakhut         | Kuju        | Ormanjhi | Ranchi  |
| 149 | Phuklchand Mahto  | -do- | Rameshwar<br>Mahto        | Badakidundi        | Karma       | Mandu    | H.Bagh  |
| 150 | Ashok Ram         | -do- | Mathhur Ram               | Padma              | Padma       | Barhi    | -do-    |
| 151 | Dhiraj Lal Mahto  | -do- | Mali Mahto                | Badakidundi        | Karma       | Mandu    | -do-    |
| 152 | Rakesh Kr. Singh  | -do- | Ramlakhan Singh           | Padma              | Padma       | Barhi    | -do-    |
| 153 | Jayadhan Mahto    | -do- | 'Puran Mahto              | Baliya             | Karma       | Mandu    | -do-    |
| 154 | Dhanjoya K.Singh  | -do- | Ram Manorath<br>Singh     | Padma              | Padma       | Barhi    | -do-    |
| 155 | Basant Mahto      | -do- | Lt. Narayan Mahto         | Gidhi              | Gidhi       | Gidhi    | -do-    |
| 156 | Ajit Kumar        | -do- | Ram Manorath<br>Singh     | -do-               | -do-        | -do-     | -do-    |
| 157 | Nageshwar Hazam   | -do- | Bigu Thakur               | Urkid              | Soso        | R.Garh   | -do-    |
| 158 | Kishori Kushwaha  | -do- | Lt. Jalashwar<br>Kushwaha | Barkipona          | Barkipona   | -do-     | -do-    |
| 159 | Bhola Mahto       | -do- | Illegible                 | Barkikundru        | Barkikundru | -do-     | -do-    |
| 160 | Dhubraj Mahto     | -do- | Fulaki Devi               | Bhanpur            | Echatu      | -do-     | -do-    |
| 161 | Kitama Mahto      | -do- | Jhumlal Mahto             | Sikani             | Sikani      | -do-     | -do-    |



नई दिल्ली, 17 जून, 2014

**SCHEDULE**

**का.आ. 1785.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बी. सी. सी. एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय-1, धनबाद के पंचाट (संदर्भ संख्या 44/2009) को प्रकाशित करती है जो केन्द्रीय सरकार को 17/6/2014 को प्राप्त हुआ था।

[सं. एल-20012/45/2009-आईआर (सी-1)]

एम. के. सिंह, अनुभाग अधिकारी

New Delhi, the 17th June, 2014

**S.O. 1785.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 44/2009) of the Cent. Govt. Indus. Tribunal-cum-Labour Court-1, Dhanbad as shown in the Annexure, in the industrial dispute between the management of M/s. BCCL, and their workmen, received by the Central Government on 17/6/2014.

[No. L-20012/45/2009-IR (C-I)]

M. K. SINGH, Section Officer

**ANNEXURE****BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL NO. 1, DHANBAD**

In the matter of reference U/S 10(1) (d) (2A) of  
I.D. Act, 1947

**Ref. No. 44 of 2009**

Employer in relation to the management of Sendra  
Bansjora Colliery, M/S BCCL

**AND**

Their workmen.

**Present:**

Sri R. K. SARAN, Presiding Officer

**Appearances :**

For the employers : Sri D.K.Verma, Advocate

For the Workman : Sri K.N.Singh, Rep

State :- Jharkhand. Industry : Coal

Dated 6/5/2014

**AWARD**

By order No. L-20012 / 45 / 2009/IR (C-I) dated 09/07/2009 the Central Government in the Ministry of Labour has, in exercise of powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following disputes for adjudication to this Tribunal:

“ Whether the action of the management of Sendra Bansjora Colliery of M/s. BCCL in not providing dependent employment to Shri Mahesh Bhuia S/o Late Amrit Bhuia S.F. Helper under the provision of NCWA is justified and legal? (ii) To what relief is the son of Late Amrit Bhuia entitled?”

2. This Case is received from the Ministry on 06.05.2009. During the pendency of the case Id. counsel of the workman praying to pass no Dispute award to this reference. It is felt that the dispute between parties is resolved. Hence “No dispute” award is passed. communicate.

R. K. SARAN, Presiding Officer

नई दिल्ली, 17 जून, 2014

**का.आ. 1786.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बी. सी. सी. एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय-2, धनबाद के पंचाट (संदर्भ संख्या 323/1999) को प्रकाशित करती है, जो केन्द्रीय सरकार को 17/6/2014 को प्राप्त हुआ था।

[सं. एल-20012/507/1994-आईआर (सी-1)]

एम. के. सिंह, अनुभाग अधिकारी

New Delhi, the 17th June, 2014

**S.O. 1786.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 323/1999) of the Cent. Govt. Indus. Tribunal-cum-Labour Court-II, Dhanbad as shown in the Annexure, in the industrial dispute between the management of M/s. BCCL, and their workmen, received by the Central Government on 17/06/2014.

[No. L-20012/507/1994-IR (C-I)]

M. K. SINGH, Section Officer

**ANNEXURE****BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL (NO.2) AT DHANBAD****Present :**

SHRI KISHORI RAM, Presiding Officer

In the matter of an Industrial Dispute under Section  
10(1) (d) of the I.D. Act, 1947

**REFERENCE NO. 323 OF 1999**

**Parties:**

President  
National Coal Workers Congress,  
Khas Kusunda  
Branch, Kusunda,  
Dhanbad

**Versus**

The General Manager,  
Kusunda Area No. VI of  
M/s BCCL, Kusunda,  
Dhanbad

Order No.L-20012/507/94-IR(C-I) dt.03.11.99.

**Appearances :**

On behalf of the workman/ : Mr. R. K. Mukherjee,  
Union Union Representative

On behalf of the : Mr. S. N. Ghosh, Ld.  
Management Advocate

State : JHARKHAND  
Industry : Coal

Dated, Dhanbad, the 15<sup>th</sup> April, 2014

**AWARD**

The Government of India, Ministry of Labour, in exercise of the powers conferred on them under Sec.10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No.L-20012/507/94-IR(C-I) dt.03.11.99.

**SCHEDULE**

“Whether the demand of the Union for regularization of the services of Shri Bindeshwari Manjhi and 85 others (as per list enclosed) by the Management of Khas Kusunda Colliery of M/s BCCL is justified? If so, to what reliefs are the concerned workmen entitled?”

On receipt of the Order No .L-20012/507/94-IR(C-I) dt.03.11.99 of the above mentioned reference from the Government of India, Ministry of Labour & Employment, New Delhi for adjudication of the dispute, the Reference Case No. 323 of 1999 was registered on 8<sup>th</sup> December, 1999 and accordingly an order to that effect was passed to issue notices through the Registered Posts to the parties concerned, directing them to appear in the Court on the date fixed, and to file their written statements along with the relevant documents. In pursuance of the said order, notices by the Registered Posts were sent to the parties concerned.

Both the parties made their appearances and filed their pleadings and photocopies of their documents. The workman and the O.P./Management through their Lawyers appeared in, and contested the case.

The case of the workmen Bindeshwari Manjhi and 85 others (as per the List) as sponsored by the national Coal Workers Congress, Kusunda, is that they mostly villagers, Adibasi and Harijan, have been continuously performing the job of coal loading at Khas Kusunda Colliery Depot of M/s BCCL since earlier than 1988, by putting their attendances marked by the employee of the Company as maintained by the Company itself. The services of the workmen were taken by the Management, as the Colliery Depot has no mechanized system of loading. The job of coal loading in the Colliery is perennial but prohibited nature of the job through any intermediaries. They have been engaged in the job of coal loading, the productive work always available in the Colliery. The Management is required to keep permanent/regular coal loaders, but it does not have such adequate number of permanent coal Loaders on their roll to load the coal in the Transport/ Trucks of Coal purchasers for which the Management has the bounded responsibility. The said work is regularly being taken by the Management, but without making them permanent coal loaders. The entire work and payment are under the direct control and supervision of the Management concerned. The workmen are persons employed in the Mine as defined under Sec.2 (h) of the Mines Act, 1952. There is a common interest between the workmen and other enrolled workmen for the Colliery. The employer-employee relationship exists between the Management and the workmen. The workmen are paid improper wages after unauthorisedly deducting from their wages by certain intermediaries. Though such illegal practice was brought to the notice of the District Authorities, the Management was non-cooperative in it just as insensitive to the demand notice of the workmen for regularization etc. All the Registers of attendance etc maintained under the Mines rules are in the custody of the Management, so production thereof is essential for proper adjudication. At last, the industrial dispute raised by the workmen's union, a registered Trade Union, ended in non-conciliation, resulting in the reference for adjudication. The action of the employer is violative of Articles 14, 16, 21 and 41 of the Constitution of India. So the workmen are entitled to their regularization and payment of proper wages.

3. In the reply of the workmen, categorically denying all the allegations of the O.P./Management, it has been stated that the names of the workmen were maintained in the Form 'B' Register and other record of the Company, and several workmen except the present ones were favourably regularized by the Management.

4. Whereas in a challenge to the legally maintainability of the reference, the contra case of the O.P./Management with specific denials is that the instant dispute is not only vague but also no industrial dispute; the workmen are not the employees of the Company, as they were not employed by the Company. There is no employer-employee

relationship between the Management and the persons concerned. Their names do not appear in the statutory Form 'B' Register or in any other registers/records of the Company. The demand of the Union as in the terms of reference is nothing but an attempt to induct some outsiders into the employment of the BCCL through backdoor on plea of regularization.

The O.P./Management in its rejoinder has categorically denied all the allegations of the workmen as baseless, stating that the persons concerned have never worked in the company before 1988. The colliery has permanent wagon loaders in adequate number to cater the needs of coal dispatch through the colliery siding, so there was no requirement of additional workforce. The loadings of coal into the trucks are owned by the outside private parties who purchase coal from the Company sometimes. The private outsider purchasers have the responsibility, so they bring the trucks along with their loaders, who load their trucks, and they go away with their loaders. The BCCL has no concern with them. Since the names of the persons concerned do not appear in any of the records of the Company, production of documents as alleged by them is vague and irrelevant. Thus, they are not entitled to regularization.

#### FINDING WITH REASONS

5. In the instant case, WW1 Bishwanath Lal, WW2 Randhir Pandey both workmen under SI.Nos.15 & 70 respectively, and WW3 Krishnadev Pd.Yadav, the President of the Union on their behalf, and MW1 Ghan Shyam Pd. Sinha, the Welfare Inspector, for the O.P./Management have been produced and examined respectively.

Mr. R.K.Mukherjee, Learned Advocate for the Union/workmen as per the written argument has to submit that the workmen have been uninterruptedly performing the work of coal loading in permanent and perennial nature but the work through intermediaries prohibited, marking attendances sufficient in number at Khas Kusunda Colliery Depot of the M/s BCCL; the entire work and payment of wages were directly under the control of the Management, so the employer-employee relationship exists between both the parties. Further it has been vociferously argued that the photocopies of the Form-"B" Register opened in 1977-78 related to the workmen under SI.Nos. 443 to 529 (Ext.W.1-with objection) indicate their existence as the workmen of the Company as defined under Sec. 2(h) of the Mines Act, 1952, so in view of the evidences on behalf of the workmen, they are entitled to regularization with full back wages and other benefits retrospectively.

Whereas assailing the entire case of the workmen, Mr.S.N.Ghosh for the O.P./Management has contended that the witnesses of the union have orally alleged to have worked between 1986 to 1993 at variance with their vaguely

pleaded facts of their working since before 1988. It vitally contradicts to the statement of WW1 Krishnadev Pd.Yadav, the Union Representative, about their alleged working as Wagon Loader from 1978 to 1990; so far as their alleged engagement by the "Barababu" of the Company is concerned, it is absolutely false, as the BCCL is the Government Company of which any authority has no power to engage any person contrary to the established procedure of recruitment; besides, the Xerox copy of the alleged concerned being devoid of signature of the Authorities of the Company appears to be palpably suspicious document, as it mentions not any status of them, and no such Form-B is available with the OP./Management as established by the Management witness; thus, the demand of the Union for regularization of 86 workmen in the BCCL is entirely baseless, illegal and the alleged workmen are not entitled to any relief.

On perusal and consideration of the materials available on the case, I find that the entire case of the alleged workmen is based on the photocopies of the Form B register under SI.Nos. 443 to 529 (in 16 Sheets— Ext.W.1 with objection) but it bears no "Form B Register" except Register of employees all engaged since 20<sup>th</sup> May, 1977, the date of commencement of their employment, which appears to be quite unpleaded fact of their engagement since earlier than 1988. None of the pages of the photocopies of the said Register obviously seems authenticated by any Authority concerned. The Xerox copies of the Register being of impeachable nature are inadmissible. None of the workmen has admittedly any proof of their alleged continuous services for 240 days as defined under section 25 B of the Industrial disputes Act 1947 as required during 12 calendar months in a year preceding the year of the instant reference, nor any proof of their alleged engagement nor of payment of their wages as coal loaders in the Colliery. It clearly disproves any alleged employer-employees relationship between both the parties in this case.

In these circumstances, it is, in the terms of the reference responded, and accordingly, awarded that the demand of the Union concerned for regularization of S/Shri Bindeshwari Manjhi and 85 others (as per the list enclosed) by the Management of Khas Kusunda Colliery of M/s BCCL is not at all justified, rather it is illegal. Hence, the alleged workmen are not entitled to any relief.

KISHORI RAM, Presiding Officer

List of the workmen L-20012/507/94-IR(C-I)

1. Bibndeshwar Manjhi
2. Garbhu Bhuia
3. Sarju Bhuia
4. Chandrika Prasad

- 
- |                            |                               |
|----------------------------|-------------------------------|
| 5. Mahabir Bhuiya          | 43. Dilip Kumar               |
| 6. Bedeshi Bhuiya          | 44. Rishi Shankar             |
| 7. Ghanshyam Bhuiya        | 45. Om Praksh Rai             |
| 8. Moti Bhuiya             | 46. Dharmbir Singh            |
| 9. Kameshwar Pd.           | 47. Bharat Maharaj            |
| 10. Nandkishor Bhuiya      | 48. Jai Prakash Maharaj       |
| 11. Kaleshwar Bhuiya       | 49. Jitendra Maharaj          |
| 12. Kartik Karmakar        | 50. Rupkant Maharaj           |
| 13. Hansuwa Karmakar       | 51. Jitndra Kr. Ray           |
| 14. Somra Manjhi           | 52. Sunder Lal Kashyap        |
| 15. Bishwanath Lal         | 53. Ayodhra Pd.Kurmi          |
| 16. Ram Awatar             | 54. Ram Sewak yadav           |
| 17. Jago Bhiiya            | 55. Akchay Kr.Yadav           |
| 18. Babulal Karmakar       | 56. Dipak Kumar               |
| 19. Hopna Manjhi           | 57. Ramanuj Prasad            |
| 20. Gobvind Manjhi         | 58. Vijay Pd. Singh           |
| 21. Jago Manjhi            | 59. Abhay Kr.Singh            |
| 22. Ganesh Prasad          | 60. Nirbhay Kr.Singh          |
| 23. Basudeo Prasad         | 61. Malay Dutta               |
| 24. Maharaj Turi           | 62.. Mahaendra Yadav          |
| 25. Utana Bhuiya           | 63. Om Prakash Narayan Singh  |
| 26. Bamiya Munda           | 64. Nepal Chandra Das         |
| 27. Brahamadeo Munda       | 65. Brajesh Kumar Mantri      |
| 28. Gama Munda             | 66. Bhawani Shankar Mitra     |
| 29. Manoj Kumar Sharma     | 67. Subir Kumar Mitra         |
| 30. Chandra Shekhar Sharma | 68. Bipin Bihari Biswas       |
| 31. Ram Babu Sharma        | 69. B.N. Singh                |
| 32. Shyam Sunder Verma     | 70. Randhir Pandey            |
| 33. Raj Kumar Yadav        | 71. Jay Prakash Narayan Singh |
| 34. Binod Kumar Mahato     | 72. Ram Kishun Sao            |
| 35. Santoo Mahato          | 73. Binod Napit               |
| 36. BrjendraYadav          | 74. Rajendra Ram              |
| 37. Arvind Singh           | 75. Nathuni Paswan            |
| 38. Satyendra Kr.Singh     | 76. Jamun Sharma              |
| 39. Gorakh Nath Singh      | 77. Bhuneshwar Pandey         |
| 40. Ramesh Ram             | 78. Ram Babu Pandey           |
| 41. Raj Kishor Prasad      | 79. Surendra Mahato           |
| 42. Dinanath Ram           |                               |

80. Rajendra Mahato  
 81. Randhir Kumar  
 82. Sital Ram  
 83. Sachin Tiwary  
 84. Bijay Kumar  
 85. Baldeo Mahato  
 86. Bhuneshwar Tangi

नई दिल्ली, 17 जून, 2014

**का.आ. 1787.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार सी. सी. एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय-2, धनबाद के पंचाट (संदर्भ संख्या 23 of 2004) को प्रकाशित करती है जो केन्द्रीय सरकार को 17/06/2014 को प्राप्त हुआ था।

[सं. एल-20012/210/2003-आईआर (सीएम-1)]

एम. के. सिंह, अनुभाग अधिकारी

New Delhi, the 17th June, 2014

**S.O. 1787.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 23/2004) of the Cent. Govt. Indus. Tribunal-cum-Labour Court No. 2, Dhanbad as shown in the Annexure, in the industrial dispute between the management of M/s. CCL, and their workmen, received by the Central Government on 17/06/2014

[No. L-20012/210/2003-IR (CM-I)]

M. K. SINGH, Section Officer

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

#### PRESENT:

Shri KISHORI RAM, Presiding Officer.

In the matter of an Industrial Dispute under Section 10(1)(d) of the I.D. Act., 1947.

#### REFERENCE NO. 23 OF 2004

#### PARTIES:

The Regional Secretary,  
R.C.M.C., B/25,  
PO: Swang,  
Distt: Bokaro

#### Versus

Project Officer  
Swang Colliery of M/s CCL,  
PO: Swang,  
Distt: Bokaro.

Ministry's Order No. L-20012/210/2003.I.R.(C-I)  
dt. 24.12.2003.

#### Appearances :

On behalf of the workman/ : Mr. S. C. Gaur,  
Union Ld. Advocate

On behalf of the : Mr. D. K. Verma,  
Management Ld. Advocate

State : Jharkhand

Industry : Coal

Dated, Dhanbad, the 23rd April, 2014

#### AWARD

The Government of India, Ministry of Labour, in exercise of the powers conferred on them under Sec.10(1)(d) of the I.D. Act., 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No.L-20012/210/2003.I.R.(CM-I) dt.24.12.2003.

#### SCHEDULE

“Whether the action of the Management of Sawang Colliery of M/s CCL in not accepting the date of birth as 20.6.49 in respect of Sri Rajendar Prasad Singh on the basis of matriculation certificate is legal and justified? If not, to what relief is the workman entitled?”

2. None appeared for the Union/Petitioner Rajendar Pd. Singh. Mr.D.K.Verma, the Ld. Advocate for the O.P./Management is present. The case has been pending for filing a substitution petition along with the death certificate of deceased workman Rajendar Pd. Singh, as he is alleged to have died four or five months back as reported by Mr. S.C. Gaur, the Learned Advocate for the workman on 20<sup>th</sup> November, 2013; since then neither any substitution petition nor any Death Certificate filed on behalf of the workman. Now the Reference relating to an issue about the acceptance of the workman's date of birth (DOB) as 26.6.1949 based on his Matriculation Certificate has abated.

Under these circumstances, the case is closed as no Industrial Dispute existent, so accordingly, an Order of No Dispute Award is passed.

KISHORI RAM, Presiding Officer

नई दिल्ली, 17 जून, 2014

**का.आ. 1788.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बी. सी. सी. एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय-1, धनबाद के पंचाट (संदर्भ संख्या 30/



2013) को प्रकाशित करती है जो केन्द्रीय सरकार को 17/06/2014 को प्राप्त हुआ था।

[सं. एल-20012/36/2013-आईआर (सीएम-1)]

एम. के. सिंह, अनुभाग अधिकारी

New Delhi, the 17th June, 2014

**S.O. 1788.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 30/2013) of the Cent. Govt. Indus. Tribunal-cum-Labour Court-1, Dhanbad as shown in the Annexure, in the industrial dispute between the management of M/s. BCCL, and their workmen, received by the Central Government on 17/06/2014

[No. L-20012/36/2013-IR (CM-I)]

M. K. SINGH, Section Officer

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 1), DHANBAD

IN THE MATTER OF A REFERENCE U/S 10(1) (D)  
(2A) OF I.D. ACT, 1947

Ref. No. 30 of 2013

Employers in relation to the management of P. B. Area,  
M/s. BCCL

AND

Their workmen.

#### Present :

Sri RANJAN KUMAR SARAN, Presiding officer

#### Appearances :

For the Employers : None

For the workman : Sri Sunil Kr. Sinha, Advocate

State : Jharkhand Industry : Coal

Dated. 14/2/2014

#### AWARD

By Order No.L-20012/36/2013-IR (CM-I), dated 14/08/2013, the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following disputes for adjudication to this Tribunal:

#### SCHEDULE

(i) Whether the action of the management of Gopalichuk Colliery of M/S BCCL in dismissing Sri Rajesh Hari, Ex- M/Loader from the service of the company vide order dated 09.08.2004 is legal and justified? To what relief is the workman concerned entitled?"

2. The case is received from the Ministry of Labour on 03.09.2013. After receipt of reference, both parties are noticed, the workman files their written statement on 11.09.2013. The point involved in the reference is that the workman has been dismissed from his services on the ground of absent.

3. During preliminary hearing it is revealed that the case is dismissal of workman for long absence on duty. He has already out of service for 10 years. It is felt to give another chance to the workman to serve.

4. Considering the facts and circumstances of this case, I hold that he be taken into job as a fresh employee. Therefore the question of back wages does not arise at all.

This is my award

R. K. SARAN, Presiding Officer

नई दिल्ली, 17 जून, 2014

**का.आ. 1789.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार सी. सी. एल. के प्रबंधन के संबंधित नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय-1, धनबाद के पंचाट (संदर्भ संख्या 117/2003) को प्रकाशित करती है जो केन्द्रीय सरकार को 17/06/2014 को प्राप्त हुआ था।

[सं. एल-20012/119/2003-आईआर (सीएम-1)]

एम. के. सिंह, अनुभाग अधिकारी

New Delhi, the 17th June, 2014

**S.O. 1789.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 117/2003) of the Cent. Govt. Indus. Tribunal-cum-Labour Court No. 1, Dhanbad as shown in the Annexure, in the industrial dispute between the management of M/s. CCL, and their workmen, received by the Central Government on 17/06/2014.

[No. L-20012/119/2003-IR (CM-I)]

M. K. SINGH, Section Officer

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO.1), DHANBAD.

IN THE MATTER OF A REFERENCE U/S 10(1) (D)  
(2A) OF I.D. ACT, 1947.

**Ref. No. 117 of 2003**

Employers in relation to the management of Kargali Colliery, of M/s. CCL.

**AND**

Their workmen

**Present :**

Sri RANJAN KUMAR SARAN, Presiding officer

**Appearances :**

For the Employers : Sri D. K. Verma, Advocate

For the workman : Sri D. Mukherjee, Advocate

State : Jharkhand

Industry : Coal

Dated 9/5/2014

**AWARD**

By Order No.L-20012/119/2003-IR (C-I), dated.10/11/2003, the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following disputes for adjudication to this Tribunal:

**SCHEDULE**

“Whether the action of the management of Kargali Colliery of M/s. C.C. Ltd. In not accepting the date of Birth of Smt Upasi Kamin , PRW as 9.11.1953 is justified ? If not to what relief is the workman entitled?”

2. The case is received from the Ministry of Labour on 24.11.2003/01.12.2003. After receipt of reference , both parties are noticed, the Sponsoring Union files their written statement on 04.01.2005. And the management files their written statement -cum-rejoinder on 14.02.2005.

3. This is a case of dispute regarding the date of birth . The workman submitted that her date of birth was 09.11.1953 as per school certificate and horoscope.

4. But the management submitted that document given to the workman showing her age as 09.11.1946 in the year 1987. That was accepted by the workman and she did not raise any objection then and there. After long lapse of years she is claiming her date of birth as 09.11. 1953.

5. Usually after thought claim of date of birth that her date of Birth much less than that was there in the service records are not accepted. Horoscope and school certificate of class 2<sup>nd</sup> and date of Birth certificate, though produced by the workman latter is not acceptable. Therefore earlier noting Date of Birth as 09.11.1946 is accepted.

6. Considering the facts and circumstance of the case, I hold that the action of the management of Kargali Colliery of M/s. C.C. Ltd. In not accepting the date of Birth of Smt Upasi Kamin , PRW as 9.11.1953 is justified ,

and the claim of the workman is unjustified, Hence she is not entitled to get any relief.

This is my award

R. K. SARAN, Presiding Officer

नई दिल्ली, 17 जून, 2014

**का.आ. 1790.**—औद्योगिक विवाद अधिनियम, 1947 ( 1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बी. सी. सी. एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय-1, धनबाद के पंचाट (संदर्भ संख्या 32/2005) को प्रकाशित करती है जो केन्द्रीय सरकार को 17/06/2014 को प्राप्त हुआ था।

[ सं. एल-20012/203/2004-आईआर (सीएम-1) ]

एम. के. सिंह, अनुभाग अधिकारी

New Delhi, the 17th June, 2014

**S.O. 1790.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 32/2005) of the Cent. Govt. Indus. Tribunal-cum-Labour Court-1, Dhanbad as shown in the Annexure, in the industrial dispute between the management of M/s. BCCL, and their workmen, received by the Central Government on 17/06/2014.

[No. L-20012/203/2004-IR (CM-I)]

M. K. SINGH, Section Officer

**ANNEXURE**

**BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL (NO.1),  
DHANBAD**

IN THE MATTER OF A REFERENCE U/S 10 (1) (D)  
(2A) OF I.D.ACT, 1947.

**Ref. No. 32 of 2005**

Employers in relation to the management of Kustore Area  
M/s. BCCL

**AND**

Their workmen.

**Present :**

Sri RANJAN KUMAR SARAN, Presiding officer

**Appearances :**

For the Employers : Sri D.K.Verma, Advocate

For the workman : Sri D.N.Banerjee, Advocate

State : Jharkhand

Industry : Coal



Dated 5/5/2014

### AWARD

By Order No.L-20012/203/2004 -IR -(C-I), dated 31/03/2005, the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub –section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following disputes for adjudication to this Tribunal:

“Whether the action of the management of Kustore Area of M/s. BCCL in dismissing Sri Kajal Kumar Singha, Typist/Clerk from the service of company w.e.f. 09.04.2004 is just , fair & legal ? if not , to what relief is the concerned workman entitled ?”

2. The case is received from the Ministry of Labour on 25.04.2005. The Sponsoring Union files their written statement on 10.12.2009. Thereafter the management files their written statement-cum- rejoinder on 13.05.2010

3. Short point to be decided In the case is that the workman who was a typist,dismissed from service in the year 2004 due to long absence. The departmental enquiry has already been ordered to be fair and proper.

4. The workman submitted that he could not attend the office due to his sickness, which was not beyond his control . The management counsel submitted that absenteeism is a regular feature in coal industry.

5. However considering the case of both sides hearing the argument, it is felt that the dismissal is not proper . It is set-a-side. Hence the workman be reinstated immediately with continuity of service in the said post where he was continuing but without back wages.

R. K. SARAN, Presiding Officer

नई दिल्ली, 17 जून, 2014

**का.आ. 1791.**—औद्योगिक विवाद अधिनियम, 1947 ( 1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बी. सी. सी. एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 1, धनबाद के पंचाट (संदर्भ संख्या 17/2007) को प्रकाशित करती है जो केन्द्रीय सरकार को 17/06/2014 को प्राप्त हुआ था।

[ सं. एल-20012/103/2006-आईआर ( सीएम-1 ) ]

एम. के. सिंह, अनुभाग अधिकारी

New Delhi, the 17th June, 2014

**S.O. 1791.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central

Government hereby publishes the Award (Ref. 17/2007) of the Cent. Govt. Indus. Tribunal-cum-Labour Court No. 1, Dhanbad as shown in the Annexure, in the industrial dispute between the management of M/s. BCCL, and their workmen, received by the Central Government on 17/06/2014.

[No. L-20012/103/2006-IR (CM-I)]

M. K. SINGH, Section Officer

### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1, DHANBAD

In the matter of reference U/S 10(1) (d) (2A) of  
I.D.Act.1947

#### Ref. No. 17 of 2007

Employer in relation to the management of Katras Area,  
M/S BCCL

#### AND

Their workmen

#### Present :

Sri R. K. SARAN, Presiding Officer

#### Appearances :

For the employers : Sri D.K.Verma, Advocate

For the Workman : None

State : Jharkhand

Industry : Coal

Dated 8/5/2014

### AWARD

By order No. L-20012/103/2006/IR (C-I) dated 28.02.2007 the Central Government in the Ministry of Labour has, in exercise of powers conferred by clause (d) of sub-section(1) and sub section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following disputes for adjudication to this Tribunal:

### SCHEDULE

“Whether the action of East Katras Colliery of M/s. BCCL in not providing employment to Shri Kishore Kumar alias Shri Ram Kishore Paswan dependant son of Shri Mahabir Dushad as per the Provision of NCWA is legal & justified ? If not , to what relief is the dependent son entitled?”

2. After receipt of the reference both parties are noticed. But appearing for certain dates, none appears subsequently. Case remain pending . It is felt that the disputes between the parties have been resolved in the meantime. Hence pass a No disputed Award is passed. Communicate to the Ministry.

R. K. SARAN, Presiding Officer

नई दिल्ली, 17 जून, 2014

**का.आ. 1792.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बी. सी. सी. एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 1, धनबाद के पंचाट (संदर्भ संख्या 15/2005) को प्रकाशित करती है जो केन्द्रीय सरकार को 17/06/2014 को प्राप्त हुआ था।

[सं. एल-20012/145/2004-आईआर (सीएम-1)]

एम. के. सिंह, अनुभाग अधिकारी

New Delhi, the 17th June, 2014

**S.O. 1792.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 15/2005) of the Cent. Govt. Indus. Tribunal-cum-Labour Court No. 1, Dhanbad as shown in the Annexure, in the industrial dispute between the management of M/s. BCCL, and their workmen, received by the Central Government on 17/06/2014.

[No. L-20012/145/2004-IR (CM-I)]

M. K. SINGH, Section Officer

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1, DHANBAD

In the matter of reference U/S 10(1) (d) (2A) of  
I. D. Act, 1947

**Ref. No. 15 of 2005**

Employer in relation to the management of West  
Mudidih Colliery, M/s. BCCL

AND

Their workmen

#### Present:

Sri R.K. SARAN, Presiding Officer

#### Appearances :

For the employers : Sri D. K. Verma, Advocate

For the Workman :

State : Jharkhand Industry : Coal

Dated : 7/5/2014

#### AWARD

By order No. L-20012 / 145 / 2004/IR (C-I) dated 17.12.2004 the Central Government in the Ministry of Labour has, in exercise of powers conferred by clause (d)

of sub-section(1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following disputes for adjudication to this Tribunal:

#### SCHEDULE

“Whether the action of the management of West Mudidih Colliery of M/s. BCCL in dismissing Sri Kalish Nath Bhuia from the service of the company w.e.f. 22.07.2002 is fair and justified? If not, to what relief is the concerned workman entitled?”

2. After receipt of the reference both parties are noticed. But appearing for certain dates, none appears subsequently. Case remain pending. It is felt that the disputes between the parties have been resolved in the meantime. Hence, pass a No disputed Award is passed. Communicate to the Ministry.

R. K. SARAN, Presiding Officer

नई दिल्ली, 17 जून, 2014

**का.आ. 1793.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बी. सी. सी. एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 1, धनबाद के पंचाट (संदर्भ संख्या 52/1992) को प्रकाशित करती है जो केन्द्रीय सरकार को 17/06/2014 को प्राप्त हुआ था।

[सं. एल-20012/227/1991-आईआर (सीएम-1)]

एम. के. सिंह, अनुभाग अधिकारी

New Delhi, the 17th June, 2014

**S.O. 1793.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 52/1992) of the Cent. Govt. Indus. Tribunal-cum-Labour Court No. 1, Dhanbad as shown in the Annexure, in the industrial dispute between the management of M/s. BCCL, and their workmen, received by the Central Government on 17/06/2014.

[No. L-20012/227/1991-IR (CM-I)]

M. K. SINGH, Section Officer

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1, DHANBAD

**Reference: No. 52/1992**

In the matter of reference U/S 10 (1) (d) (2A) of  
I.D. Act, 1947

Employer in relation to the management of  
Putki Bahihari Colliery, M/s. BCCL

AND

Their workmen

**Present:**

Sri R. K. SARAN, Presiding Officer

**Appearances:**

For the Employers : Sri U. N. Lall, Advocate

For the Workman : None

State : Jharkhand Industry : Coal

Dated : 23/4/2014

**AWARD**

By order No. L-20012/227/ 1991 /IR (C-I) dated 22/07/1992, the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of section 10 of the Industrial Disputes Act, 1947 referred the following dispute for adjudication to this Tribunal:

**SCHEDULE**

“Whether the action of the management of Pootkee Colliery in not giving employment to Smt. Tejia Devi, Daughter of Late Balkisun Pasi is justified? If not, to what relief the workman is entitled?”

2. After receipt of the reference, both parties are noticed. But appearing for certain dates none appears subsequently. Case remain pending. It is felt that the disputes between the parties have been resolved in the meantime. Hence, No Dispute Award is passed. Communicate.

R. K. SARAN, Presiding Officer

नई दिल्ली, 17 जून, 2014

**का.आ. 1794.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बी. सी. सी. एल. के प्रबंधन के संबंधित नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 1, धनबाद के पंचाट (संदर्भ संख्या 53/2007) को प्रकाशित करती है जो केन्द्रीय सरकार को 17/06/2014 को प्राप्त हुआ था।

[सं. एल-20012/73/2007-आईआर (सीएम-1)]

एम. के. सिंह, अनुभाग अधिकारी

New Delhi, the 17th June, 2014

**S.O. 1794.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 53/2007) of the Cent. Govt. Indus. Tribunal-cum-Labour Court-1, Dhanbad as shown in the Annexure, in the industrial dispute between the management of M/s. BCCL, and their workmen, received by the Central Government on 17/06/2014.

[No. L-20012/73/2007-IR (CM-I)]

M. K. SINGH, Section Officer

**ANNEXURE****BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 1), DHANBAD**

IN THE MATTER OF A REFERENCE  
U/S 10(1) (D) (2A) OF I.D.ACT, 1947.

**Ref. No. 53 of 2007**

Employers in relation to the management of  
E. J. Area, M/s. B.C.C.L.

**AND**

Their workmen

**Present:**

Sri RANJAN KUMAR SARAN, Presiding Officer

**Appearances:**

For the Employers : Sri U.N.Lall, Advocate

For the workman : Sri P. C. Bhattacharjee,  
Concerned workman

State : Jharkhand

Industry : Coal

Dated : 28/3/2014

**AWARD**

By Order No.L-20012/73/2007 -IR -(CM-I), dated 02/11/2007, the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub -section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following disputes for adjudication to this Tribunal:

**SCHEDULE**

“Whether the action of the management of Bhowra (N) U.G. Mines of M/s. BCCL in dismissing Sri Pranab Chandra Bhattacharjee, Miner/Loader from the services of the company w.e.f. 19.4.2007 is legal and justified? If not to what relief is the concerned workman entitled?”

2. After receipt of the reference, both parties are noticed, they submitted their claim statement, rejoinder and document, but in the meantime, Concerned workman appears and files withdrawal petition of this reference. Ld. Counsel of the management has no objection. Hence, “No Dispute” award is passed, communicate.

R. K. SARAN, Presiding Officer

नई दिल्ली, 17 जून, 2014

**का.आ. 1795.**—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा-1 की उप-धारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा 1 जुलाई, 2014 को उस तारीख के रूप में नियत करती है, जिनको उक्त अधिनियम के अध्याय-4 (44 व 45 धारा के सिवाय जो पहले से

प्रवृत्त हो चुकी है) अध्याय-5 और 6 (धारा-76 की उप-धारा (1) और धारा-77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है) के उपबंध राजस्थान राज्य के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात्:

| क्रम सं. | राजस्व गाँव का नाम | तहसील का नाम | जिले का नाम |
|----------|--------------------|--------------|-------------|
| 1.       | खौरा बीसल          | आमेर         | जयपुर       |
| 2.       | किशनपुरा           | आमेर         | जयपुर       |
| 3.       | नांगल सीरस         | आमेर         | जयपुर       |
| 4.       | बैनाड मय दौलतपुरा  | आमेर         | जयपुर       |
| 5.       | शोभापुरा           | आमेर         | जयपुर       |
| 6.       | हरदत्तपुरा         | आमेर         | जयपुर       |
| 7.       | निवारू             | जयपुर        | जयपुर       |
| 8.       | बायतावाला          | जयपुर        | जयपुर       |
| 9.       | मन्षारामपुरा       | जयपुर        | जयपुर       |
| 10.      | हरनाथपुरा          | जयपुर        | जयपुर       |
| 11.      | गजधरपुरा           | जयपुर        | जयपुर       |
| 12.      | चक बाड             | जयपुर        | जयपुर       |
| 13.      | चम्पापुरा          | जयपुर        | जयपुर       |
| 14.      | भूधरपुरा           | जयपुर        | जयपुर       |
| 15.      | सरनाचौड            | जयपुर        | जयपुर       |
| 16.      | सौचोती             | जयपुर        | जयपुर       |
| 17.      | चक बोयतावाला       | जयपुर        | जयपुर       |
| 18.      | चक बावडी           | जयपुर        | जयपुर       |
| 19.      | चक सरना डूंगर      | जयपुर        | जयपुर       |
| 20.      | बावडी              | जयपुर        | जयपुर       |
| 21.      | बासडी              | जयपुर        | जयपुर       |
| 22.      | लालचन्दपुरा        | जयपुर        | जयपुर       |
| 23.      | सरनाडूंगर          | जयपुर        | जयपुर       |

[सं. एस-38013/22/2014-एस.एस.1]

अजय मलिक, अवर सचिव

New Delhi, the 17th June, 2014

**S.O. 1795.**—In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government

hereby appoints the 1st July, 2014 as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapter-V and VI (except Sub-Section (1) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force) of the said Act shall come into force in the following areas in the State of Rajasthan namely:-

| S. No. | Name of Revenue Village | Name of Tehsil | Name of District |
|--------|-------------------------|----------------|------------------|
| 1.     | KHORA BEESAL            | AMER           | JAIPUR           |
| 2.     | KISHANPURA              | AMER           | JAIPUR           |
| 3.     | NAGAL SIRAS             | AMER           | JAIPUR           |
| 4.     | BENAD WITH DAULATPURA   | AMER           | JAIPUR           |
| 5.     | SHAUBHAPURA             | AMER           | JAIPUR           |
| 6.     | HARDATTPURA             | AMER           | JAIPUR           |
| 7.     | NIWARU                  | JAIPUR         | JAIPUR           |
| 8.     | BOYTAWALA               | JAIPUR         | JAIPUR           |
| 9.     | MANSHA RAMPURA          | JAIPUR         | JAIPUR           |
| 10.    | HARNATHPURA             | JAIPUR         | JAIPUR           |
| 11.    | GAJADHARPURA            | JAIPUR         | JAIPUR           |
| 12.    | CHAK BAD                | JAIPUR         | JAIPUR           |
| 13.    | CHAMPAPURA              | JAIPUR         | JAIPUR           |
| 14.    | BHUDHARPURA             | JAIPUR         | JAIPUR           |
| 15.    | SARNA CHAUD             | JAIPUR         | JAIPUR           |
| 16.    | SANCHOTI                | JAIPUR         | JAIPUR           |
| 17.    | CHAK BOYTAWALA          | JAIPUR         | JAIPUR           |
| 18.    | CHAK BAORI              | JAIPUR         | JAIPUR           |
| 19.    | CHAK SARNA DOONGAR      | JAIPUR         | JAIPUR           |
| 20.    | BAORI                   | JAIPUR         | JAIPUR           |
| 21.    | BASADI                  | JAIPUR         | JAIPUR           |
| 22.    | LAL CHANDPURA           | JAIPUR         | JAIPUR           |
| 23.    | SARNA DOONGAR           | JAIPUR         | JAIPUR           |

[No. S-38013/22/2014-SS.I]

AJAY MALIK, Under Secy.

नई दिल्ली, 20 जून, 2014

**का.आ. 1796.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार वाटर एण्ड पावर कंसलटेन्सी सर्विसेज (इंडिया) लि. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 2, नई दिल्ली

के पंचाट (संदर्भ संख्या 50/2006) को प्रकाशित करती है जो केन्द्रीय सरकार को 20/06/2014 को प्राप्त हुआ था।

[सं. एल-42012/193/2005-आईआर (सीएम-II)]

बी. एम. पटनायक, डेस्क अधिकारी

New Delhi, the 20th June, 2014

**S.O. 1796.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 50/2006) of the Cent. Govt. Indus. Tribunal-cum-Labour Court No. 2, Dhanbad as shown in the Annexure, in the industrial dispute between the management of Water & Power Consultancy Services (India) Ltd., and their workmen, received by the Central Government on 17/06/2014.

[No. L-42012/193/2005-IR (CM-II)]

B. M. PATNAIK, Desk Officer

#### ANNEXURE

#### CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT - II, KARKARDOOMA COURT COMPLEX, KARKARDOOMA, DELHI-110 032

#### Present:

Shri HARBANSH KUMAR SAXENA

#### I.D. No. 50/06

Sh. Aakash Kashyap

Versus

WAPCOS

#### AWARD

The Central Government in the Ministry of Labour vide notification No L-42012/193/2005- IR(CM-II)dated 21.6.2006 referred the following industrial Dispute to this tribunal for adjudication:-

“Whether the action of the management of WAPCOS, New Delhi in terminating the services of Sh. Aakash Kashyap S/o Sh. Gyan Parkash w.e.f. 09.07.2004 and the practice of insisting the workman to sign fresh “Contract of Service” after every three months is legal and justified? If not, to what relief the workman is entitled to?”

On 24.07.2006 reference was received in this tribunal. Which was register as I.D. No. 50/06 and claimant was called upon to file claim statement with in fifteen days from date of service of notice. Which was required to be accompanied with relevant documents and list of witnesses.

After service of notice workman/claimant filed claim statement. Wherein he stated as follows:-

1. That the appropriate Government in the Ministry of Labour New Delhi, has referred the disputes vide their order No. L-42012/193/2005-IR (CM-II) dated 21.06.2006 between the above parties for industrial adjudication and the terms of reference is reproduced as under:-

#### SCHEDULE

“Whether the action of the Management of WAPCOS, New Delhi in terminating the services of Sh. Aakash Kashyap S/o Sh. Gyan Parkash w.e.f. 09.07.2004 and the practice of insisting the workman to sign fresh “Contract of Service”.

2. That the practice adopted by the management to sign fresh “Contract of Service” after every three months with a view to deny the permanent status and pay scale attached to the post which is an unfair labour practice as per item 10 listed in the Fifth Schedule as per Section 2(ra) of Industrial dispute Act, 1947.

3. That the workman joined in the office of the said Management is functioning under the control of Ministry of Water Resources, Government of India on 11.07.2001 as a Draftman at a consolidated monthly salary of Rs. 3,180 only.

4. That the workman had been continuously working with Management since 11.07.2001 till his illegal and unjustified removal/termination from services vide impugned order No. 5/28/2004 dated 09.07.2004, a true copy of which is enclosed as Annexure A-1.

5. That the workman had been working since 11.07.2001 till 09.07.2004 without any break in service even for a single day though he was made to sign fresh. ‘Contract of Service’ on Stamp Paper from time to time. A photocopy of last ‘Contract of Service’ got signed by the workman is enclosed as Annexure A-2.

6. That the workman who is a Diploma holder in draftsmanship was being paid a salary of Rs. 3300 per month only at the time of his termination whereas his colleagues having same qualifications who joined subsequently are being paid a monthly salary of Rs. 5,000 to 7,500.

7. That the workman, after renewal of his ‘Contract of Service’ in June, 2004 made a representation to the Management(s) requesting to increase his salary at least at par with his juniors who joined subsequent to the appointment of the workman. A true copy of the representation dated 7<sup>th</sup> June, 2004 is enclosed as Annexure A-3.

8. That the workman was assured that his case for increase of his salary would be considered in near future.

9. That the workman unfortunately fell sick and in the month of June 2004 on proper investigation it was found that he was suffering from typhoid fever.



10. That on doctor's advice the workman was on complete rest w.e.f. 24.6.2004. to 11.07.2004. Copy of medical certificate and fitness are annexed collectively as annexure A-4.

11. That the workman, while he was on medical rest as per advice of the doctor, was served with the impugned order terminating his services with immediate effect by invoking clause 8 of the 'Contract of Service'.

12. That it is an indisputable Fact on record of the Management that the workman during the past three years of his service with the management was never ever served any show cause about any misconduct and/or unsatisfactory performance and rather his work was appreciated by his superiors.

13. That in the past on 07.05.2003 the management also issued a certificate to the workman that he had been working with them since 19.11.2001. Copy of the working certificate issued by the Management is annexed as Annexure A-5.

14. That it is respectfully submitted that the workman is a member of Provident Fund Scheme since his joining the organization of Management No. 2 and a true copy of his P.F. Contribution slip for the year 2001-02 is enclosed as Annexure A6.

15. That as per the Recruitment Rules for the post of Draftsman Gr.-II, the Petitioner deserves to be paid the Pay as per the Pay Scale of Rs. 330-10-380-ED-12-500-ED-15-560 (per-revised) equivalent to the Pay Scale of Rs. 4000-6000 w.e.f. 01.01.1996.

16. That after his sudden removal from service through the impugned order dated 09.07.2004, the workman on 10.07.2004 made a representation to the Management, and the management neither disposed of the representation of the workman nor has withdrawn the termination order. Copy of the said representation is annexed as Annex A-7

17. That the impugned order has been passed by the Management as a punishment inflicted on the workman for demanding salary equivalent to the pay of his juniors who were recruited later but are being paid higher salary.

18. That it is a matter of indisputable fact that the employees juniors to the workman are still working with the Management. The details of such draftsmen who are junior to the workman in respect of the date of their appointment is given in Annexure A-8.

19. That during the medical rest, the workman was having on the advice of the doctor, he sent the leave application and the medical certificates to the Management and despite knowing the fact that the workman was suffering from Typhoid the management arbitrarily terminated the services of the workman without assigning any reason or holding the proper enquiry. It is also

submitted that the management did not serve one month notice or one month pay lieu of notice and compensation as require under the proviso of (a) and (b) of 25 F of Industrial Disputes Act, 1947 and also the junior persons to the workman were retained in service so the management also violated the provisions of Section 25 G and 25 H of the said Act thereby the termination of the workman is illegal as well as unjustified.

20. That in June 2003 the management decided to make a panel of all the employees working on contract basis of absorbing them into the regular pay scale against the permanent vacancies of draftsmen.

21. That since the workman's services have been dispensed with, his juniors shall be enlisted in the panel for absorption on permanent basis in the regular pay scales causing a great prejudice to the workman.

22. That the action of the management and insertion of Clause 7 in 'Contract of Service' which is substituted by a fresh contract after every three months clearly prove malafide and victimization of the workman and such terms are against the settled laws in labour jurisprudence.

23. That it is a matter of fact on record that the workman has a clean and unblemished past track record of service and his work has always been found satisfactory.

24. That the action of the management by issuing the impugned order dispensing with the services of the workman without assigning any reason and without issuing any show cause to the workman or without giving him any opportunity of being heard is prima facie in utter violation of the principle of natural justice.

25. That the termination of the services of the workman in the aforesaid manner is in violation of is fundamental rights guaranteed under Article 21 of the Constitution of India.

26. That the termination of the workman from services without assigning any reason is not only in violation of the contractual terms but also in violation of the conditions precedent to retrenchment provided in the Industrial Disputes Act, 1947 because the workman had been continuously working with the management since 11.07.2001 till his illegal termination vide impugned order dated 09.07.2004 without any break though he was made to sign and execute a fresh contract of service after every three months on the stamp paper.

27. That the practice of getting fresh contract of service signed by the workman after every three months and that too on stamp paper despite the fact that vacancy against which the workman was engaged is of permanent nature of job clearly established malafide on the and victimization of the workman.

28. That the person namely Mr. Neeraj Kumar, Mr. Mithlesh Sharma, Mr. Sandeep Sharma and

Mr. Kuldeep Raj who are juniors to the workman and still working with the management, so the management also violated the provision of Section 25 G of Industrial Disputes Act, 1947.

29. That management's act of terminating the services of the workman in nothing but a punishment inflicted on him for making representation dated 07.06.2004 demanding higher salary at par with his juniors.

30. That the activities of the management are of, work relating to the construction, developments of maintenance of buildings, roads bridge etc. are covered under the Section (2) (g) of The Payment of Wages Act, 1936 thereby the said establishment are also covered under the provisions of Industrial Employment (Standing Orders) Act, 1946 and according to the model standing orders, the workman is after completion of three months (90 days) acquire the status of a permanent workman.

31. That the workman treated as working on officiating /acting capacity on the said post and acquire the permanent status of after completion of 90 days he has to be declared as permanent employee of the management as per the Model Standing Orders under Industrial Employment (Standing Orders) Act, 1946 as the activities of the management is covered under the payment of wages Act, thereby the employment is covered under the said act.

32. That the workman is duly appointed for the work of Draftsman and perform on the said capacity for the period as referred herein above so he is treated to be a permanent employees after completion of 90 days of service.

33. That the management is an Industrial governed by the provisions of Industrial Dispute Act, 1947 as well as the provisions of the Industrial Employment standing Orders Act, 1946 and as per the schedule 1 the classification under the MODEL STANDING ORDERS IN RESPECT OF INDUSTRIAL ESTABLISHMENT NOT BEING INDUSTRIAL ESTABLISHMENTS IN CAOL-MINES ARE AS UNDER :

"2 Classification of workman:- (a) workman shall be classified as under:-

- (1) Permanent
- (2) Probationers
- (3) Badlis

(3-A) Fixed term employment [Inserted by GSR 936 (E), dated of December, 2003 (w.e.f. 10<sup>th</sup> December, 2003)].

- (4) Temporary
- (5) Casual
- (6) Apprentices.

(b) A "permanent workman" is a workman who has been engaged on a permanent basis and includes any

person who has satisfactory completed a probationary period of three months in the same or another occupation in the industrial establishment, including breaks due to sickness, accident, leave, lockout strike (not being an illegal strike) or involuntary closure of the establishment.

(c) A "Probationer" is a workman who is provisionally employed to fill a permanent vacancy in a post and has not completed three months service therein if a permanent employee is employed as a probationer in a new post he may, at any time during the probationary period of three months, be reverted to his previous permanent post.

(d) A "badly" is a workman who is appointed in the post of a permanent workman or probationer who is temporarily absent.

(e) A "temporary workman" is a workman who has been engaged for work which is of a essentially temporary nature likely to be finished within a limited period.

(F) A "Casual workman" is a workman whose employment is of a casual nature.

(g) An "apprentice" is a learner who is paid an allowance during the period of his training.

(h) A "fixed term employment workman" is a workman who has been engaged on the basis of contract of employment for a fixed period. However, his working hours, wages, allowances and other benefits available to a permanent workman proportionately according to the period of service rendered by him even though his period of employment does not extent to the qualifying period of employment required in the statute.

34. That in similar situated case the Hon'ble Madhya Pradesh High Court in the matter of Nazrul Hassan Siddiqui, Petitioner Vs. Presiding Officer, Central Government Industrial -cum- Labour Court No.2, Bombay and others, Respondents (1997 Lab I.C. 1807 ) has held that the employees working in higher post is entitled to be regularized on a post as entitled to payment of higher salary for work discharged on that post. Operative portion of said judgment is reproduce:

"16. Coming now to the merits of the case, the tribunal has come to the conclusion that the petitioner was entitled to the relief of being treated as Traffic in-charge between the period from 01.01.81 to 25.02.83 and consequent payment of different of salary for that period. Reliance is placed on behalf of the workmen, employed by Hindustan, Lever Ltd. Vs. Hindustan Lever Limited, (1984) 4 SC 392: (1984 Lab I.C. 1573) which support the view taken by the Tribunal that work discharged on a promotion post even in officiating capacity by a workman, entitles him to raise a dispute which concerns his conditions of service and claim for classification or promotion



to that post and for payment of salary of that post can be raised in an industrial dispute. In the instant case the finding of the Tribunal is in favour of the workman. In the period between 1.01.81 to 25.02.83 he worked on the higher post of Traffic in-charge. He was, therefore, entitled to grant of relief. The employer has to consider him for classification or promotion to the post of Traffic in-charge, and pay him the different of salary for the work performed by him for the aforesaid period in question on the higher post.”

35. That the full Bench of Hon’ble Supreme Court in the matter between the workman employed by Hindustan Lever Ltd. Appellant Vs. Hindustan Lever Limited, Respondent (1984 LAB I.C. 15730 have held that the employer will have to classify the workmen and failure to classify would be violative of the Industrial Employment (Standing Orders) Act. The Hon’ble Supreme Court also held that in respect of classification, a dispute can conceivably arise between the employer and the workman because failure of the employer to carry out the statutory/ obligation would enable the workman to question his action which will bring into existence a dispute where the demand of the workmen was to conformed employees employed in an acting capacity in the higher grade, it would an questionably be an industrial dispute. The Hon’ble Supreme Court also held that when the Industrial Tribunal misinterpreted such a demand and reached a conclusion that it was on promotion, which appeared to the Tribunal to be a managerial function and beyond the reach of adjudication, such a conclusion was wholly untenable. The operative Para of the judgment are reproducing as under:

“7. Since the introduction of the Industrial employment (Standing Orders) Act for short), it has been made obligatory for the employer in an draft of Standing Order and get them certified under the Act, Section 4 of the 1946 Act required the employer to make matter set out in the standing orders for every applicable to the industrial establishment. The schedule provides amongst others for making provision in the standing Orders for classification of workman for example, whether permanent, temporary, apprentices, probationers or badlis. This classification of workman by the employer is thus made obligatory and has to be provided for in the Standing Orders. It is also well settled that certified Standing Orders which have statutory favour prescribe the conditions of service and they shall be deemed to be incorporated in the contract of employment of each workman with his employer Sudhir Chandra Vs. Tata Iron and Steel Co. Ltd. (1984) 3 SCC 369: (AIR 1984 SC 1064). It would therefore follow as corollary that the employer will have to classification would be violative of the 1946 Act. Now if there is a statutory obligation to classify workmen under the 1946 Act. The classification would be permanent temporary, apprentices,

probationers and all other known categories such as acting under the 1946 Act. The classification would be permanent temporary, apprentices, probationer and all other known categories such as acting, officiating etc. In respect of the classification, a dispute can conceivably arise between the employer and the workman because failure of the employer to carry out the statutory obligation would enable the workman to question his action, which will bring into existence a dispute. It would become an industrial disputes because it would be connected with the conditions of employment. It becomes a conditions of service have to be statutorily prescribed, one such being classification of workmen. Therefore without anything more where the demand of the workmen was to confirm employees employed in an acting capacity in a grade, it would an questionably be an industrial dispute. This conclusion gets reinforced by a slightly different approach.

8. Section 7-A of the Industrial Disputes Act, 1947 provides that the appropriate Government may be notification in the official Gazette constitute one or more industrial disputes relating to any matter whether specified in the second Schedule or the Third. Schedule reads classification by Grades. If there is any dispute in respect of classification by grades, it will necessarily by and Industrial dispute. This was not only not questioned hut would fowl indisputably from the language of Sec. 7-A which provides for setting up of Industrial Tribunal for adjudication of Industrial disputes relating to any matter specified amongst others, in the Third Schedule. Therefore, even if one does not reach the conclusion that the dispute raised in question would be an Industrial dispute by reference to the Standing Orders certified under the 1946 Act, a mere reference to Entry 7 of the Third schedule read with Section 7-A would clinch the issue. Let it be recalled that the demand of the workman was for confirmation of employees promoted to the higher grade and acting in the higher grade for more than 3 months. In other words, the demand was for classification of the workman officiating in the higher grades either as permanent or temporary and they should not be continued indefinitely as temporary by making them permanent on rendering of continuous service in the higher grade for a period of three months. The demand involves both the classification of employees and classification by grade. Unfortunately, the Industrial Tribunal overlooked this obvious fact situation by misinterpreting the demand and reached a wholly untenable conclusion that the demand was for promotion which appeared to the Tribunal to be a managerial function and beyond the reach of adjudication.

12. Even on the footing of the law, as it stands at present in this country, that promotion is a management function, the industrial dispute referred to the Tribunal was not tone for claim promotion. The tribunal committed a grave error in so misinterpreting the dispute referred to it. The tribunal overlooked the workmen already promoted

i.e. in respect of who managerial function of selecting personnel for promotion had been already performed. The demand was in respect of already promoted workmen, may be in an officiating capacity, for their classification from acting or temporary to confirm that is permanent in the higher grade to which they were promoted, after a reasonable period of service, which according to the Union must be three months of service. By no canon of construction, this demand could be said to be one for promotion. Therefore, the decision in case of this very employer had not application to the facts of this case and the Tribunal misdirected itself in rejecting the reference on this narrow ground.”

36. That apart from the violation of provision of model standing orders made under Industrial Employment (Standing Orders) Act, 1946 the management also indulged in an unfair labour practice while continuing him on higher duty and responsibility without paying the proper pay scale attached with the work is a clear cut violation of Labour laws.

37. That the Item 10 of 5 the Schedule under Section 2 (ra) of 1947 even disapprove the employment as Badlis, casuals or temporaries, for years with the object of depriving them of the status and privilege of a permanent workman. The said Item is reproduced as under:-

“To employ workman as ‘Badlis’ casuals or temporaries and to continue them as such for years with the object of depriving them of the status and privilege of a permanent workman.”

38. That the action of the management for not paying equal pay and not treating the workman with other regular Draftsman performing the same and similar duty in the proper scale is illegal and unjustified.

39. That the action of the management of WAPCOS, New Delhi in terminating the services of Sh. Aakash Kashyap S/o of Sh. Gyan Prakash w.e.f. 09.07.2004 and the practice of insisting the workman to sign fresh “Contract of Service” after every three months is illegal and unjustified.

40. That after the termination of service the workman had filed the Writ Petition No. WP © No. 15516/2004 before the Hon’ble High Court of Delhi while dismissing refusing the Writ –petition on 24<sup>th</sup> September, 2004, the liberty was granted to the to raise Industrial Dispute against his termination. Copy of the said Order of the Hon’ble High Court is also annexed as Annexure A-9.

41. That after the dismissal of the Writ- Petition the workman had raised the Industrial Dispute against their illegal termination on 5.11.2004 so there is no delay for raising the Industrial Dispute before the Assistant Labour Commissioner (C) , New Delhi and after failure of the said conciliation proceeding the failure conciliation report has

been submitted to the Secretary, Government of India, ministry of Labour , New Delhi by the said officer Assistant Labour Commissioner (Central). Copy of the said report is annexed as Annexure A-10.

42. That the workman is unemployed since the date of his termination despite of best efforts to get an alternate employment, so the workman is entitled to be reinstated with full back wages as equal to his counterpart in the regular in the regular pay scale of Draftsman.

#### **PRAYER:**

In view of the above this Hon’ble Tribunal may kindly:

(a) Award reinstatement of Sri. Aakash Kashyap S/o Sh. Gyan Prakash w.e.f. 09.07.2004 in the pay scale of Rs. 4000-6000 and status of Draughtsman with full back wages along with all consequential benefits.

(b) Any other relief as this Hon’ble Tribunal thinks proper for the shake of justice and fair play.

Against claim statement management filed following written statement:-

At the very outset, it is submitted that the statement of claim, as filed, is prima facie misconceived, fabricated, devoid of any justification and jurisdiction. Hence, the same is liable to be dismissed summarily on the following amongst other

#### **GROUND**

1. That the reference for adjudication as made by the Appropriate Government in the Ministry of Labour (Central Government ), New Delhi, is prima facie misconceived since for the Water and Power Consultancy Service (India) Ltd. (WAPCO), the appropriate government is not the Central Government but the State Government hence the dispute, as raised, is liable to be dismissed summarily for want of jurisdiction. Reference is made to the definition of appropriate government under clause (a) of Section (2) of the Industrial Disputes Act containing a long list of industries having Central Government as the appropriate government (the name of the Management does not appear). To the best to knowledge and information of the Management , there has been no notification under section 2(a) (i) defining Central government for certain industries and as such reliance is made on government for certain industries and as such reliance is made on the judgment of Hindustan Paper Corporation Ltd. Vs. Union of India, 106 (2004) page 269 wherein it has been held that when the reference of a dispute for adjudication having not been made by the competent authority , it was not valid in law and the Industrial Tribunal could not enter into reference, hence the entire proceedings was liable to be quashed.

2. That knowing fully well that the workman had no cause, whatsoever, in a prima facie case supporting his averments/allegations in raising the industrial dispute against the Management, he has tried to make hill out of a mole by repeating allegations in successive paragraphs by causing confusion and negating from sum and substance that being engaged specifically as project employee for a period which was extended from time to time with due communication to him which he has been accepting without any protest or reservation and now he has come with different pleas like 'equal work, equal wages' regularization and even asking for reinstatement whereas he has no right, whatsoever and the appropriate government did not go into details whereas the dispute was not at all to be referred for adjudication even if it was assumed that the central government was appropriate government notwithstanding that the appropriate government had been state government and in earlier reference like Mrs. Lallitha Pillai the state government has been making reference for adjudication which was adjudicated by the Labour Court/Industrial Tribunal and even in the dates, it is the state government which has been making reference for adjudication. This submission is being made without prejudice to the contention of the Management that the dispute, as raised and referred for adjudication, is prima facie untenable and would have been rejected summarily instead of encouraging the workman to drag a public sector undertaking in the avoidable litigation.

3. That the statement of claim is not maintainable due to mis-joinder and non-joinder and non-joinder of necessary parties. The workman has impleaded the Chief Engineer (CD-II) and CMD in their personal capacity without impleading the necessary party - Water and Power Consultancy Service (India) Ltd. (WAPCO). Hence, the claim of the workman is liable to be rejected on this ground also.

4. That the workman had contractual appointment excluded by the definition of clause (bb) of sub-section 9(oo) of section 2 of the Industrial Disputes Act and not entitled to raise any claim except on the basis of terms and conditions of the contract agreement. Hence, the reference for adjudication as made by the appropriate government in the Ministry of Labour, New Delhi is mechanical in nature and liable to be returned to the government.

5. That the workman is guilty of suppression of material facts and has not come to this Hon'ble court with clean hands. In fact, the employment of the workman with the management is contractual for fixed term in nature but the workman has intentionally neither brought these facts in the knowledge of the appropriate government nor the appropriate government has applied its mind to this effect and reference to be adjudicated has been made mechanically without considering the relevant facts. The fact of the matter is that the workman was engaged on

contract basis for a fixed period in order to cater to specific project requirements. A formal procedure for selection is not followed in respect of such employees as they are engaged on urgent need basis temporarily.

6. That the workman did not complete the service of 240 days during the preceding 12 months, hence not entitled to get benefits available under section 25F of the Industrial Disputes Act.

7. That the statement of claim is neither signed nor verified as per law. As such, the same is liable to be rejected on this ground alone.

Without prejudice to the above, the management submits the reply on merits as under.

#### **Parawise reply :**

Save and except hereinafter expressly and specifically admitted/acknowledge, each and every allegations/averments manifested in the statement of claim under reply are deemed to have been denied, traversed and controverted by the management.

1. That in reply to the contents of para No.1 of the statement of claim, as already submitted in preliminary objection no.1 above, the reference for adjudication as made by the Appropriate government in the Ministry of Labour (Central Government), New Delhi, is prima facie misconceived since for the Water and Power Consultancy Service (India) Ltd. (WAPCO), the appropriate government is not the Central Government but the State government even if it is assumed that there is any justification in his statement of claim, hence the dispute, as raised, is liable to be dismissed summarily for want of jurisdiction. Reference is made to the definition of appropriate government under clause (a) of section (2) of the Industrial Disputes Act containing a long list of industries having Central government as the appropriate government (the name of the management does not appear in that list). To the best of knowledge and information of the management, there has been no notification under section 2(a) (i) defining Central Government for certain industries and as such reliance is made on the judgement of Hindustan Paper Corporation Ltd. Vs. Union of India, 106 (2004) page 269 wherein it has been held that when the reference of a dispute for adjudication having not been made by the competent authority, it was not valid in law and the Industrial Tribunal could not enter into reference, hence the entire proceeding was liable to be quashed. Accordingly, the statement of claim is not maintainable in its present form.

2. That the contents of para No. 2 of the statement of claim, as stated, are wrong being misconceived and vague. It is wrong that fresh Contract of Service was got signed from the workman to avoid giving of permanent status to him. The allegations are not only frivolous but after thought also. The workman has signed the contract

with eyes wide open and cannot wriggle out the same. Such appointments are made so as per project requirements arose from time to time. The fact of the matter is that the workman was engaged on contract basis for a fixed period in order to cater to specific project requirements. A formal procedure for selection is not followed in respect of such employees as they are engaged on urgent need basis temporarily. The service of the workman was never of regular nature with the management. If services of such employees are regularized, it will create a back door entry in the government service without following the proper procedure of recruitment, training, selection as being adopted in case of regular employees of the government.

3. That in reply to the contents of para No. 3, it is submitted that the alleged date of appointment, designation and monthly wages are matter of record. However, the workman be put to strict proof for the same.

4. That the contents of para No. 4 of the statement of claim, as stated, are absolutely wrong and vehemently denied. The service of the workman with the management was never continuous. As per records of the management, he did not remain with the management in any manner, from 11.10.2001 to 8.11.2001 (38 days), from 01.09.2003 to 30.9.2003 (30 days), 13.02.2004 to 23.02.2004 (11 Days), 10.03.2004 to 13.03.2004 (4 days), 22.3.04 to 30.03.04 (8 days) and 24.06.2004 to 11.07.2004 (18 days). Accordingly, the workman did not complete 240 working days during the preceding 12 months and not entitled to get the protection of Section 25 F of the Industrial Disputes Act. Without prejudice to the contention of the management that the appointment of the workman was contractual and excluded by clause (bb) (oo) of Section 2 of the Industrial Disputes Act, even if it is assumed that the workman has worked for 240 days in the preceding 12 months. The workman, in fact did not make compliance of the terms of the contract by remaining unauthorizedly about without any intimation to his superiors and others concerned and accordingly his service was terminated.

5. That the contents of para No. 5 of the statement of claim, as stated, are wrong being misconceived and vague. Hence, denied in toto. The true facts have already been narrated in above paragraphs.

6. That in reply to the contents of para No. 6 of the statement of claim, as stated, it is submitted that the workman was not a regular employee, he was a fixed term employee. Even the selection of the workman was not made by following the due procedure of recruitment. Hence, the workman is not entitled to get wages equal to the wages of the regular employees.

7. That in reply to the contents of para No. 7 of the statement of claim, as stated, it is submitted that the workman was not a regular employee, he was a fixed term employee with the management. Even the selection of the workman was not made by following the due procedure of

recruitment. Hence, the workman is not entitled to get wages equal to the wages of the regular employees. The workman is under some misconception or so. His demand of wages equal to the regular employees is not justified at all. The other Draftsman getting more wages are regular employees, having higher qualifications or working on different projects. The principle of equal work, equal wages is not at all applicable.

8. That para No. 8 is wrong and denied. Neither any assurance was given nor it could be given by any official of the management to the workman to increase his salary, as alleged by him.

9-12. That para No. 9 to 12 of the statement of claim, as stated, are wrong and denied. In fact, the workman remained absent unauthorizedly without any intimation or submitting any leave application. He was verbally advised by his superiors many times not to avail leave unauthorizedly without any leave application or intimation but of no use. The services of the workman were terminated as per contract.

13-14 That para Nos. 13 and 14 of the statement of claim, as stated, regarding issue of a certificate and membership of Provident Funds Scheme, are a matter of record. However, the workman be put to strict proof of it.

15. That the contents of para No. 15 of the statement of claim, as stated, are completely wrong and vehemently denied. The workman was never regular employee of the answering management. Even he did not fulfill the required qualifications for regular appointment with the management. Hence, he is not entitled to be paid wages as per alleged scale. His recruitment and selection was not made by following the due procedures in this respect. The workman cannot be permitted to take back door entry in the government service.

16. That in reply to the contents of para No. 16, it is submitted that the representation of the workman being without any force can not be entertained in any manner as he was never regular employee of the management.

17. That the contents of Para No. 17 of the statement of claim, as stated, are absolutely wrong and vehemently denied. The service of the workman has been terminated as per terms and conditions of the contract in between the workman and the management and it is wrong and that the workman has been imposed any punishment. The termination of service of the workman is simplicitor in nature.

18. That the contents of para No. 18 of the statement of claim, as stated, are absolutely wrong and vehemently denied. The termination of service of the workman is simplicitor in nature. The regular employees never proceed on unauthorized leave and their performance are always recommended by their superiors to be satisfactory whereas the workman lacks such quality and his performance is



always rated not satisfactory and his service was being utilized to meet the emergent requirements.

19. That the contents of para No. 19 of the statement of claim, as stated, are absolutely wrong and vehemently denied. The termination of service of the workman has been effected as per terms and conditions of the contract of service. Section 25-F, 25 G and 25 –H of the Industrial Dispute Act are not applicable in the case of this workman as the workman was never a regular employee of the answering management.

20-22. That the contents of paras No. 20 to 22 of the statement of claim, as stated, are absolutely wrong and vehemently denied being misconceived and without any force.

23. That the contents of paras No. 23 of the statement of claim, as stated, are absolutely wrong and vehemently denied being misconceived and without any force.

24-25. That the contents of paras No. 24 and 25 of the statement of claim, as stated, are absolutely wrong and vehemently denied being misconceived and without any force.

26. That the contents of paras No. 26 of the statement of claim, as stated, are absolutely wrong and vehemently denied being misconceived and without any force. Detailed reply has already been given in above paras.

27. That the contents of paras No. 27 of the statement of claim, as stated, are absolutely wrong and vehemently denied being misconceived and without any force. Detailed reply has already been given in above paras.

28. That the contents of paras No. 28 of the statement of claim, as stated, are absolutely wrong and vehemently denied being misconceived and without any force. Detailed reply has already been given in above paras. The workman is not entitled to claim benefits of regular employees the take benefit of the provision of the Section 25 G of the I.D . Act.

29. That the contents of paras No. 29 of the statement of claim, as stated, are absolutely wrong and vehemently denied being misconceived and without any force. Detailed reply has already been given in above paras. It is wrong that the termination is a punishment to the workman. The termination is as per terms and conditions of the contract in between the workman and the management.

30-31. That the contents of paras No. 20 to 22 of the statement of claim, as stated, are absolutely wrong and vehemently denied being misconceived and without any force. Detailed reply has already been given in above paras. The service of the workman was as per terms and conditions of the contract and not as per provisions of any other law. Hence, the workman is not entitled to raise

any claim under any other law or Model Standing Orders, if any.

32. That the contents of paras No. 32 of the statement of claim, as stated, are absolutely wrong and vehemently denied being misconceived and without any force. Detailed reply has already been given in above paras. The workman is not entitled to take back door entry into service.

33- 35. That the contents of paras No. 33 to 35 of the statement of claim, as stated, are absolutely wrong and vehemently denied being misconceived and without any force. Detailed reply has already been given in above paras. The workman is not entitled to take back door entry into service. The judgments quoted by the workman, in these paras, have been misunderstood by the workman as the same do not support the version of the workman, at all. The law is well settled by the Hon'ble Supreme Court of India that an employee is not entitled to take back door entry into India service where the procedures for recruitment and selection are to be followed. Even otherwise, the quoting of judgements in the pleadings like statement of claim is not permissible under the procedural law since each case is to be decided on its peculiar facts. Hence these rulings do not apply universally. The workman has referred to the ratios of judgement by picking and choosing as if they are relevant to the averments/allegations made in the Statement of Claim which is contrary to the well settled law. The principle of convenience, as sought to be invoked by the workman that too in the pleadings i.e. statement of claim, cannot be stretched by the workman more so when the Civil Procedure Code laying the general principles of pleadings provides that no judgement can be referred in the pleadings. The law is well settled by the Hon'bel supreme Court of India that an employee is not entitled to take back door entry into service where the procedure for recruitment and selection are to be followed.

36. That the contents of paras No. 36 of the statement of claim, as stated, are absolutely wrong and vehemently denied being misconceived and without any force. Detailed reply has already been given in above paras. The workman is not entitled to take back door entry into service. The termination is simplicitor and not in violation of either Model Standing Orders (not applicable to the management) as alleged due to the fact that the establishment of the management is not an industrial establishment to attract the applicability of Industrial Employment (Standing Orders) Act providing for Model Standing Orders.

37. That the contents of paras No. 37 of the statement of claim, as stated, are absolutely wrong and vehemently denied being misconceived and without any force. Detailed reply has already been given in above paras. The workman had entered into contract for fixed term employment with the management with his healthy mind and eyes open and

he cannot jump the terms and conditions of the contract in force.

38. That the contents of paras No. 38 of the statement of claim, as stated, are absolutely wrong and vehemently denied being misconceived and without any force. Detailed reply has already been given in above paras. The workman is not entitled to get pay equal to the regular employees of the management due to the facts interalia that he was not recruited and selected by following due procedures laid down in this respect.

39. That the contents of paras No. 39 of the statement of claim, as stated, are absolutely wrong and vehemently denied being misconceived and without any force. Detailed reply has already been given in above paras.

40. That para No. 40 is regarding dismissal of Writ Petition of the workman by the High Court, hence need no reply being matter of record.

41. That in reply to this para of the statement of claim, it is submitted that the reference made by the Government is not maintainable as already narrated in preliminary objections taken above as this Hon'ble Tribunal lacks jurisdiction to entertain and adjudicated the dispute in question as the appropriate government is the State government and not the Central Government.

42. That the contents of paras No. 42 of the statement of claim, as stated, are absolutely wrong and vehemently denied being misconceived, devoid of any justification and without any force of law. Detailed reply has already been given in above paras. The termination of the workman is simplicitor. There is no violation of any provisions of any relevant laws. Hence, the workman is not entitled to get any relief from the management including back wages.

#### **Reply to prayer :**

In view of the above narrated true facts, the workman is not entitled to get any relief from the management and the contents of his prayer clause(s), as stated, are liable to be dismissed with costs.

It is, therefore most respectfully prayed that

(1) Since the aforesaid preliminary objections interalia pertain to jurisdictional and writ point, it should be decided instantly and the Statement of Claim, as filed, be rejected summarily; and as such there is no need go into the merits of the case, except if the Hon'ble Tribunal so directs.

(2) The statement of claim of the workman, in view of the true facts narrated above, may kindly be dismissed with costs.

(3) Any other relief which this Hon'ble Tribunal deem fit in the circumstances of the case, may kindly be granted in favour of the management and against the workman. It is prayed accordingly.

#### **Workman filed rejoinder on 3.10.2007. Wherein he stated as follows:-**

1. That the preliminary objection of the Management that the reference made by the Central government in the Ministry of Labour, New Delhi is prima facie misconceived and the water and power consultancy service (India) Ltd. (WAPCO) is a State Government is wrong, hence denied. It is submitted that under clause (a) of section (2) of the Industrial Disputes Act it is clearly mention in a(i) that in any Industrial Dispute concerning any industry carried on by or under the authority of the Central Govt. the appropriate govt. is the Central Govt. It is also submitted that Delhi being a Union Territory is also the instrumentality of the Central Govt. as per Rule 2(f). It is provided that in relation to industrial dispute in a Union territory for which the appropriate Govt. is the Central Govt. The operative portion of the rule 2 (f) of the Industrial Disputes (Central) Rules 1957 is reproduced as under:

2(f) in relation to an industrial dispute in a Union territory, for which the appropriate Government is the Central Government, reference to the Central Government or the Government of India shall be construed as a reference to the Administrator of the territory, and reference to the Chief Labour Commissioner (Central), Regional Labour Commissioner (Central) and the [Assistant Labour Commissioner (Central)] shall be construed as reference to the appropriate authority, appointed in that behalf by the Administrator of the territory;

"9. Lastly, it was contended that Sports Authority of India is a body under the control of Central Government and as such Govt. of Delhi had no jurisdiction to make a reference. The appropriate government which could exercise the jurisdiction under section 19(1) (C) of the Act, was the Central Government. It has already been discussed that the petitioner authority is an industry and is under the control of the Union. Full Bench of this Court in the case of Indian Tourism Development Corporation, New Delhi Vs. Delhi Administration and Ors. 1982 (61) FJR 139 clearly enunciated the principle that Lt. Governor or Administration of Union Territory of Delhi would discharge functions and powers of the State Government under the Industrial Disputes Act, 1947 and powers of the kind to make reference stood delegated to the State Government under Section 39 of the Notification. Even earlier to this, this view was followed by a Division Bench of this Court in the case of M/s Lila Separator Pvt. Ltd. Vs. The Secretary (Labour), Delhi Administration & Ors. 1981 (43) FLR 170. Reference can also be made to the judgment of this court in the case of Apparel Export Promotion Council Vs. Presiding Officer, Industrial Tribunal No. 1 and Ors 2002(3) LLJ 511.

10. In view of the above considered view of this court and the larger Bench which is binding upon me, I have no hesitation in rejecting the contention raised on

behalf of the petitioner in regard to the invalidity of the reference on the ground of lack of jurisdiction of Delhi Administration to make such a reference.

2. That the preliminary objection of the management that the dispute in prima facie case supporting his averments/allegations in raising the industrial dispute against the management is wrong, hence denied. It is submitted that the dispute of the workman is against the termination of his services, which is covered, u/s 2A so the dispute of dismissal etc. is of an individual workman is deemed to be an Industrial Dispute. The provisions of Section 2A is reproduced as under:

“2A. Dismissal, etc, of an individual workman to be deemed to be an industrial dispute- Where any employer discharges, dismisses, retrenches or otherwise terminates the services of an individual workman, any dispute or difference between that workman and his employer connected with, or arising out of, such discharge, dismissal, retrenchment or termination shall be deemed to be an industrial dispute notwithstanding that no other workman nor any union of workmen is a party to the dispute.

3. That the preliminary objection of the management that the claim is not maintainable due to misjoinder and non-joinder of necessary parties is also wrong, hence denied. It is submitted that as per section 2(g) the employer means the head of the department and accordingly the employer has been made the necessary party in the dispute.

4. That the preliminary objection of the Management that the workman had contractual appointment excluded by the definition of clause (bb) of Sub-section (oo) of Section 2 of the Industrial Disputes Act is wrong hence denied. It is submitted that the workman was not appointed on fixed period. It is submitted that the management did not stipulated the period in the appointment letter so the termination is illegal and unjustified without following the provisions of Section 25 F and 25 G of the Industrial Disputes Act.

5. That the preliminary objection of the Management that the workman is guilty of suppression of material facts and has not come to this Hon'ble Court with clean hands and retrenchment of workman on the basis of fixed period etc. is wrong and denied. It is submitted that no material has been suppressed from this Hon'ble Court, the employment of the workman was not for fixed period and the management duly follows the selection procedure for the appointment of the workman. It is further submitted that the management cannot retrench the workman without following the procedure as prescribed u/s 25 F, 25G and 25H of I.D. Act, 1947.

6. That the preliminary objection of the management that the workman did not complete the service of 240 days during the preceding 12 months etc. is wrong, hence

denied. It is submitted that the workman has completed 240 days of his service in each of the calendar year and non-compliance of Section 25 F, 25G, and 25 H of ID. Act, the termination is illegal as well as non est.

7. That the preliminary objection of the management that the statement of claim is neither signed nor verified as per law is wrong, hence denied. It is submitted that the statement of claim is duly signed and verified by the workman himself.

#### REJOINDER ON MERITS:-

1-42 That the written statement of the Management in these paras are wrong, hence denied. The respective para of statement of claim is restated and reaffirmed.

In view of the above, the written statement of the Management may kindly be dismissed in favour of the workman.

My Ld predecessors has not framed any issue but proceed to adjudicate the present reference on the basis of schedule wherein questions of determination were as follows:-

Whether the action of the management of WAPCOS, New Delhi in terminating the services of Sh. Aakash Kashyap S/o Sh. Gyan Parkash w.e.f. 09.07.2004 and the practice of insisting the workman to sign fresh “Contract of Service” after every three months is legal and justified? If not, to what relief the workman is entitled to?

Workman in support of his case filed affidavit on 29/10/2007. Wherein he stated as follows:-

1. That I was initially appointed as ‘Draftsman’ w.e.f. 11.07.2001 and worked till 09.07.2004 without any break on a consolidated salary of Rs. 3180 and subsequently increased Rs. 3300 per month.

2. That the management unlawfully forced me to enter into an agreement titled ‘Contract of Service’ and after completion of every 3/6 months the same is renewed. I being unemployed and facing hunger signed the said unlawful agreement with the Management. The objective of the management was just to deny the permanent status to me. Copy of the same is annexed as Annexure A-2 with the statement of claim and the same is exhibit WW1/1.

3. 3. That in the ‘Contract of Service’ the Management inserted clause 6 and 8 that the services of the workman can be terminated by either party by giving one month notice or salary in view of notice and the Clause 8 provides that in case of unsatisfactory performance/complaints, services will be terminated forthwith assigning any reason. The said conditions are mentioned in ‘Contract of Service’ as per annexure- A2 and the same is exhibit WW1/1.

4. That the management terminated my services vide office order dated 09.07.2004 with reference to the Clause



No. 8 of the 'Service of Contract' without assigning any reason, one month notice or salary in lieu of notice and also did not offer or paid the compensation of 15 days after completion of 240 days in every calendar year.

5. That I worked continuously w.e.f 11.07.2001 upto 09.07.2004 and completed 9 years of service. That even the contract was also sham and caumaflodge and also was an unfair labour practice adopted by the management.

6. That I am diploma holder in 'Draftsman(Civil)' but the management was paying me only Rs. 3300 per month at the time of my termination. My juniors were getting between Rs. 5000 to 7500 per month. The qualification, nature of duty, duty hours and responsibility were the same between my juniors and me. Details of my juniors like date of joining, salary drawn are mentioned in my application dated 07.06.2004 and copy of the same is annexed as Annexure A-3 and the same is exhibit WW1/2. Accordingly, the details of my juniors are given as under:-

| S.No. | Name of the person  | Date of Joining | Salary Drawn     |
|-------|---------------------|-----------------|------------------|
| 1.    | Mr. Neeraj Kumar    | 01.09.2001      | Rs. 5,000/- P.M. |
| 2.    | Ms. Mithlesh Sharma | 18.02.2002      | Rs. 5,000/- P.M. |
| 3.    | Mr. Sandeep Sharma  | 01.01.2004      | Rs. 7,500/- P.M. |
| 4.    | Mr. Kuldeep Raj     | 01.01.2004      | Rs. 7,500/- P.M. |

7. That the management assured me that my case for increase of salary would be considered in near future but practically the Management was annoyed from me after receiving my representation dated 07.05.2004 which is exhibit Ww1/3.

8. That I Fell ill in the month of June 2004 as I was suffering from typhoid fever and due to that I could not attend my duty and the message about my illness was conveyed through telephonically. Copy of the said medical and fitness certificate I annexed as Annexure A/4 with the statement of Claim and the same is exhibit WW1/4 collectively.

9. That the Management even did not waited to recover me from illness and before joining my duty they terminated my services w.e.f. 9.7.2004 and even no 'Show Cause Notice' was served or holds any enquiry before terminating my services, which is against the natural justice.

10. That during my employment with the management for three years of my career, no warning, notice or show cause was issued about my misconduct, unsatisfactory performance.

11. That the Management increased my salary from Rs. 3180 to Rs 3300 vide their letter dated 7<sup>th</sup> May, 2003 but my juniors who were similar situated were paid between Rs. 5000 to Rs. 7500 per month even they were /are juniors to me. Copy of the said certificate is annexed as Annexure

A-5 with the statement of claim and the same is Exhibit WW1/5.

12. That the statement of provident fund is annexed as A-6 with the statement of claim which proves that I have been performing my duty continuously with the management and the same is exhibit WW1/6.

13. That the similar situated workmen in the post of 'Draftsman' Grade-II are/were getting their wages in the pay scale of Rs. 4000-6000 w.e.f 01.01.1996 and total amount in the said pay scale comes to approx. Rs. 10,000 but I was denied the wages equivalent to my juniors colleagues in the same category.

14. That after sudden removal from the service I requested the Management on 10.07.2004 for withdrawal of the termination order. Copy of the said representation is annexed as Annexure-A7-with the statement of claim and the same is Exhibit WW1/7.

15. That the details of juniors indicating their wages are mentioned as Annexure A-8 with the statement of claim and the same is exhibit WW1/8.

16. That the workman also filed Writ Petition © No. 15516/2004 before the Hon'ble High Court of Delhi while dismissing the said Writ Petition the liberty was granted to raise the Industrial dispute. Copy of the said order of the Hon'ble High Court is annexed as Annexure- A-9 with the statement of claim and the same is exhibit WW1/9.

17. That the failure of Conciliation report submitted by Sh. L.K. Sharma, Asstt. Labour Commissioner (Central) Delhi -1 to the Secretary, Govt. of India, Ministry of Labour, New Delhi proves that the termination is based on alleged misconduct to remain unauthorized absence but the management did not hold any enquiry to go to the depth whether I was really suffering from typhoid or not. The Management arbitrarily terminated my services without holding any enquiry.

18. That practice of insisting to sign fresh contract after 3/6 months by the management is illegal and unjustified and also unfair Labour Practice.

19. That after termination w.e.f. 9<sup>th</sup> July, 2004 I remained unemployed so I am entitled to be reinstated with full back wages.

His affidavit was tender on 20.12.07. He was cross-examined on same day.

His examination in chief and cross-examination is as follows:-

I file my affidavit for evidence exhibit WW1/A along with documents exhibit WW1/1, Exhibit WW1/2 and WW1/4 to exhibit WW1/10. Exhibit WW1/3 as mentioned in the affidavit has not been placed on the record file.

**On SA**

It is correct that exhibit WW1/2, exhibit WW1/7, exhibit WW1/8 are unsigned and photocopies and the same are objectionable in law. (Vol.). The management did not object these documents in the written statement.

It is correct that exhibit WW1/4 is a photocopy. (Vol) the original is already submitted to the management. I have already submitted the document WW1/4.

I have not submitted the any sick application to the management and along with medical certificate. The medical certificate exhibit WW1/4 was sent by me but I informed to management regarding my illness over telephone. I got treatment Dr. Saini of Rajendra Nagar I was sick from 25 june to 12 July, 2014.

I was not admitted in the hospital. I got fitness certificate to the doctor. I came to know the vacancy form the Chief Engineer Sh. A.B. Pandey and Sh. Diwan C.M.D. Sh A.B.Pandey was on deputation from the office where my father work.

No call letter was given to me. (Vol) but written and oral test was taken by the officers of the management. It is wrong to suggest that my interview was not taken by competent officers body. After the test I was offered appointment in the form of agreement. I signed the first agreement on 11<sup>th</sup> July, 2011. I signed service contract agreement every 6 months as per the rules of the company.

I filed photocopy of one agreement. It is wrong to suggest that there is no service contract dated 11.07.2001 that is why I have not filed the other contract agreement including 11.07.2001.

I am still unmarried. It is wrong to suggest that I did not sign the agreement as I was unemployed and facing hunger.

I have filed all the documents regarding my working of 240 days preceding 12 months of my termination of my services.

It is wrong to suggest that other draftsmen were not on similar projects.

It is wrong to suggest that I was appointed on contractual basis on project.

I did not inform any authority that I signed the contracts under compulsions.

It is wrong to suggest that my engagement with the management was contractual was a fixed term. It is wrong to suggest that I was not selected through proper procedure to management.

I have no written proof regarding payments made to the draftsmen as mentioned in para 6 in my affidavit. (VOL.) the workman mentioned in para 6 told me about payments.

It is wrong to suggest that I was not ill so I have not filed the any prescriptions and test reports.

It is wrong to suggest that I was not verbally assured for regularization by any officers of the management.

It is wrong to suggest that I have no standard qualification for regular draftsman.

It is wrong to suggest that my affidavit is false.

Management in support of its case filled affidavit of Sh.Vijay Rao on 15/1/2008. Wherein he stated as follows:-

1. That I am conversant with the facts of the case on the basis of records of the management in respect of the employment of the workman and I have brought with me the original records.

2. That no sick leave application was ever submitted by the workman as admitted by the workman in his cross-examination in respect of his alleged sickness from 24.06.2004 to 11.07.2004. Even the workman has not submitted any medical certificate having recommendation of the Doctor for his bed rest from 24.06.2004 to 11.07.2004 so far as mentioned by him in his statement of Claim's para no. 10. The document Ex. WW1/4 is a manipulated document and not admissible in evidence. Even the document Ex. WW1/4 is a photocopy of alleged medical as well as Fitness certificate not admissible in evidence unless the same is proved in evidence through the Doctor who has issued the same. Even the workman has not filed any prescription slip containing recommendation of the doctor concerned indicating medicines and tests prescribed for the patient/workman during the period of alleged illness.

3. That as admitted by the workman in his cross-examination his appointment was on the basis of service contract agreement. Ex. WW1/1. The workman was appointed to meet urgent/emergent needs/requirement without following proper selection procedure on Contract basis as is clear from the Contract of service dated 29.10.2002 Ex. MW1/1 for a period of 3 months commencing from 03.10.2002 on a consolidated salary of Rs. 3300/-P.M. Chargeable to H-625 Project or co-terminus with the project whichever is earlier and will automatically come to an end on the expiry of the specified period. Next contract of service dated 06.02.03 Ex. MW1/2 was entered into by the workman for a period of 6 months for project H-649. Another contract of service dated 01.09.2003 Ex. MW1/3 was entered into by the workman for a period of 6 months in Project H-700. Contract of service Ex. WW1/4 is for a period from 02.04.2004 to 30.09.2004 but since the workman started remaining absent unauthorisedly, as per clause 8 of the Ex. WW1/4 his service was terminated by the management. Accordingly, the service of the workman being contractual in nature for a fixed term project-wise was to be governed by the terms and conditions of the Contract

of service and as such the termination of his service has been effected on 09.07.2004 as the management was facing hardships by the unauthorized absence of the workman since 24.06.2004. Even the workman has not placed any document on record to prove that he has performed his duty for atleast 240 days during the preceding 12 months. Moreover, if the services of the contractual employees like that of the workman are regularized, it will create a back door entry in the government service not permissible as per law settled by the courts.

4. That the engagement of workman with the management was made without following applicable procedure for selection and contractual in nature for specific project requirement. Copy of such rules and regulations for selection procedure is Ex. MW ¼. The workman has also admitted that on the recommendation of his father the Chief Engineer Sh. A.B. Pandey and Sh. Diwan C.M.D have given him employment and no call letter from the management was given to him in this respect, meaning thereby that his interview and test, if any, was not concluded by any competent authority or Board or Selection Committee consisting of authorized officials of the management and his appointment was also not made by the Competent Authority.

5. That the workman had signed the Contract of Service from time to time with eyes wide open, having sound mind and good health and as admitted by him in his cross examination he never objected to his such contractual nature of employment either before any authority or before higher management. Such Contractual appointment of the workman is excluded by the definition of clause (bb) of sub section (oo) of section 2 of the Industrial Dispute Act and accordingly the workman is not entitled to raise any claim except on the basis of terms and conditions of the contract of Service and Section 25-F of the ID. Act is not applicable in such like case.

6. That the contents of affidavit in evidence filed by the workman are containing either false information or the information based on hearsay or manipulated /fabricated by him just to attract the undue sympathy of the Hon'ble Court as admitted by him during his cross-examination that he has no written proof regarding payments made to the draftsman as mentioned in para No.6 of his affidavit in evidence and he has voluntarily stated that the workman told him about said payments. Even such hearsay piece of evidence is not admissible in law. The workman being a contractual employee selected without following due procedure was not entitled to claim wages and other benefits applicable to other regular employees of the organization of the management i.e. Public Sector Undertaking.

7. That even the workman did not possess the required qualifications for appointment of regular draftsman with the management as per rules and

regulations applicable to the management. It is wrong that the termination of service of the workman is a punishment to him. Rather the termination is a simplicitor in nature.

8. That it is wrong that the contract of service was sham and caumafledge or unfair labour practice adopted by the management. In fact, the termination of the services of the workman is simplicitor in nature.

9. That Ex. WW1/7 letter dated 10.07.2004 is a fabricated documents, never sent to the management by the workman. Ex. WW1/8 is also a false document and even containing wrong information on hearsay basis.

10. That as per definition of appropriate government under clause (a) of section (2) of the Industrial Dispute Act containing a long list of industries having Central Government as the appropriate Government does not contain the name of the management. As per knowledge and information available with the management, there has been no notification under section 2(a) (i) of the ID. Act, defining Central Government for certain industries. Hence, this Hon'ble court lacks jurisdiction to entertain and decided the dispute of the workman as the reference of the dispute is bad in law. The disputes between the other workmen in previous cases have been adjudicated by the Labour Courts/Industrial Tribunal of Delhi State Government.

11. That the claim of the workman is not maintainable due to misjoinder and non-joinder of necessary parties as the workman has impleaded the Chief Engineer (CD-II) and CMD in their personal capacity without impleading the management being necessary party.

12. That as per records of the management, no assurance was given by any official of the management to the workman to regularize his service at any stage during his duration of service with the management.

His affidavit was tender on 11.10.2010. He was cross-examined on the same day.

His examination in chief and cross-examination is as follows:-

I tender in evidence my affidavit by way of examination in chief. It is sined by me at points A and B. The same is Ex. MW1/A. It be read as part of my statement. I have filed photo copies of four documents including three service contracts. Photo copies have been exhibit marked with the consent of the A/R of the management. These are Ex. MW1/1 to Ex. MW1/4. Document Ex. MW1/4 has been exhibit marked for the purposes of showing the grade of Draftsman Grade III are the qualifications for such posts which is applicable to the regular posts of Draftsman only.

XXXXXX :- By Sh. B.K. Prasad, A/R for the workman.

On 11.07.2001 also I was working as Sr. Manager (Admn). I used to have knowledge of all the appointments made during my tenure as Sr. Manager (Admn). Workman

Aakash Kashyap was appointed on 11.07.2001. I know that the workman was appointed by the Chief Engineer (CD-II) and CMD of the management company. It is correct that the work was existing for which the workman was appointed. It is correct that we had asked the workman to sign a fresh contract dated 9.07.2004 and that was for the new project. It is not correct to say that he refused to sign to that contract and so we discontinued his engagement. The workman was made to dis-continue during the continuance of the contract dated 02.6.2004 as he absented himself without intimation for a long period. It is incorrect to suggest that the workman could not come for duty as he was sick and he had given the medical certificate. Volunteered, that no such intimation was received nor any medical certificate was received till such time he was dis-engaged from service. It is incorrect to suggest that the workman was sick from 1.07.2004 to 11.07.2004. We did not try to enquire about the health or other problem if any of the workman. It is wrong to suggest that no projects were continued during the time the workman was dis-engaged. It is wrong to suggest that we have victimized the workman in order to deny him regularization of service and grant of regular pay-scales. It is incorrect to suggest that the workman fulfils the required qualification and experience for the posts of Draftsman Grade III. It is incorrect to suggest that on the basis of the fulfillment of the required qualification and experience, employment was given to the workman by the Chief Engineer and CMD at the time of initial appointment. It is wrong to suggest that all these things are in the record of the management. It is correct that the Conciliation Officer had suggested during the conciliation proceedings to take back the workman on duty but we told him that as and when new project would be there, we will consider the suggestion. I cannot say with authority if unauthorized absence could be termed as 'misconduct' or not. It is correct that Mr. Neeraj Kumar (Date of joining 1.09.2001, salary drawn Rs. 5000/- P.M.) Ms. Mithlesh Sharma (Date of joining 18.2.2002, salary drawn Rs. 5000/- P.M.) Mr. Sandeep Sharma (Date of joining 1.1.2004, salary drawn Rs. 7,500/- P.M.) Mr. Kuldeep Raj (Date of joining 1.01.2004, salary drawn Rs. 7,500/- P.M. ) were appointed but they were more qualified and more experienced than the workman and they were selected by the selection Committee through regular process. My position in the management is less than the position which the Chief Engineer and CMD hold. It is wrong to suggest that the workman has a good case for success in this ID and we have wrongly done all the acts and have victimized him. Personnel Department was involved when the workman was dis-engaged.

**Workman on 05.9.2011 submitted written arguments which are as follows:-**

1. That the appropriate Government in the Ministry of Labour New Delhi, has referred the disputes vide their

order No. L-42012/193/2005-IR (CM-II) dated 21.06.2006 between the above parties for industrial adjudication and the terms of reference is reproduced as under:-

**SCHEDULE**

“Whether the action of the Management of WAPCOS, New Delhi in terminating the services of Sh. Aakash Kashyap S/o Sh. Gyan Parkash w.e.f. 09.07.2004 and the practice of insisting the workman to sing fresh “Contract of Service” after every three months is legal and justified? If not, to what relief the workman is entitled to?”

2. That the management adopted unfair labour practice for insisting the workman to sign fresh contract of service after ever three months which is illegal as well as unjustified and also unfair labour practice as per item 10 listed in the 5<sup>th</sup> Schedule as per section 2(ra) of I.D. Act 1947.

3. That the management with a view to deny the statue of regular workman had compelled the workman to sign contract of service every completion of six months w.e.f. 11.07.2001 and the workman worked continuously w.e.f 11.07.2001 upto 9<sup>th</sup> July, 2004 completed three years of service and his services were terminated w.e.f. 9<sup>th</sup> July, 2004 without any notice or notice pay in lieu of notice and compensation every completion of 240 days each of the calendar year for 15 days pay as compensation. When the workmen requested the management to regularize his services he further compelled the workman to sign fresh contract of service.

4. That all the workmen adduce his evidence as WW1 and all the facts mentioned in their affidavit and it is proved that the workmen completed more than 240 days in each of the calendar year and signing of the contract is only coma fledged to deny the status of regular workman under the Management.

5. That the section 29(oo)(bb) is not applicable as the workman completed more than 240 days of his service and the contract is a mere vague and comafledge to cover the workman u/s 2(oo)(bb) . In this connection it is submitted that the Management has a right to fixed the period only once for six month but in the present case the workman performed his duty more than three years so the so called the contractual appointment after every six months is not excluded by the definition of clause 2(oo) (bb) of ID. Act and even the junior persons were retained in service.

6. That the workman also fulfills the educational qualification as prescribed for regular services and the qualification of the said is also annexed with this written statement. In this connection it is submitted that the present dispute is not for regularization but only against the illegal termination while compelling the workman for



signing every six months of new contract. The material mentioned by the management in their written submission is against the law as per the recent judgment of Hon'ble Supreme Court in the matter of Devinder Singh Vs Municipal Council, Sanasur reported in AIR 2011 Supreme Court 2532. The operative portion of the said judgment is reproduced in para 13, 14 and 15 reproduced as under:

13. The source of employment the method of recruitment, the terms and conditions of employment/ contract of service, the quantum of wages/pay and the mode of payment are not at all relevant for deciding whether or not a person is a workman within the meaning of Section 2(s) of the Act.

14. It is apposite to observe that the definition of workman also does not make any distinction between full time and part time employee or a person appointed on contract basis. There is nothing in the plain language of Section 2(s) from which it can be inferred that only a person employed on regular basis or a person employed for doing whole time job is a workman and the one employed on temporary, part-time or contract basis on fixed wages or as a casual employee or for doing duty for fixed hours is not a workman.

15. Whenever an employee challenges the maintainability of industrial dispute on the ground that the employee is not a workman within the meaning of Section 2(s) of the Act, what the Labour Court/Industrial Tribunal is required to consider is whether the person is employed in an industry for hire or reward for doing manual, unskilled, operational, technical or clerical work in an industry. Once the test of work is satisfied, the employee would fall within the definition of workman.

7. That the Hon'ble Supreme Court has held as referred hereinabove that even workman employed for contractual basis on fixed wages or as a casual employee or for doing duty for fixed rupees is workman within the definition of Section 2(s) of I.D. Act, 1947 and in violation of section 25F (a) and (b), the retrenchment is illegal and in violation of the said sections. The workman is entitled for reinstatement w.e.f 9.7.2004.

8. In view of the above in the present case the so called contractual service is a vague and with a view to deny the permanent status of the workman so the management violated the provisions of Section 25 F and 25 G of I.D. Act so the workman is entitled to be reinstated from the date of termination and the workman deposed that he remained employed during the period of termination i.e. 09.07.2004 to till date so he is entitled to be reinstated with full back wages.

**Management on 06.04.2011 submitted written arguments which are as follows:-**

1. That in the statement of claim, the workman has inter alia alleged that the action of the management to

terminate the service of the workman is an unfair labour practice.

2. Admittedly, the workman was a contractual employee and signed the 'Contract of Service' as per details given below:-

- (i) Contract dated 20.10.2002 for Project No. 625 for a period of three months from 03.10.02 which expired on 02.01.2003.
- (ii) Contract dated 06.02.2003 for Project No. 649 for a period of six months from 02.01.03 which expired on 01.07.03
- (iii) Contract dated 01.09.2003 for Project No. H-700 for a period of six months from 02.07.03 which expired on 02.01.2004.
- (iv) Contract dated 02.06.2004 for a period from 02.04.04 to 30.09.04 where workman was terminated on 09.07.2004.

3. The workman has pleaded that he was in service of the management as a Draftsman since 11.07.2001 to 09.07.2004. However, the workman has not produced any documentary evidence to the effect of his date of commencement in service with the management. No doubt, in cross examination, the management witness has admitted the date of appointment of the workman as 11.07.2001 but his verbal admission against the documentary records have no force. Inter alia as per clause 8 of the Contract of Service "in case of unsatisfactory performance, service will be terminated forthwith without assigning any reason". The management terminated his service on 09.07.2004 without giving any show cause notice or holding of enquiry. The workman has alleged that he was Diploma holder in 'Draftsman (Civil)'. He was being paid lower than his other colleagues. He was suffering from typhoid fever and due to that could not attend the duty and message about his illness and absenteeism was conveyed telephonically to the management.

4. Management filed written statement taking the following objections:-

- (i) Appropriate Government is State Government and not the Central Government as there has been no notification under section 2(a) (i) defining the management as in Central Government for certain industries. In Hindustan Paper Corporation Ltd. Vs. Union of India, 106 (2004) FJR 269 (Gau. HC) it has been held that though Corporation is Govt. of India undertaking but in the absence of any notification u/s 2(a) (i), appropriate authority in relation to Corporation would be State and not Central Government. Hence, the reference of a dispute in the case in hand made by the

- Central Govt. is bad in law and liable to be returned back. Even the Appropriate Government i.e. State Government has been making reference of industrial disputes relating to management for adjudication e.g. reference like Mrs. Lallitha Pillai (an employee of WAPCO) Vs Water and Power Consultancy Service (India ) Ltd.i.e. the management in this case was earlier referred by the State Government and decided by the Labour Court of State Government.
- (ii) The workman has no cause of action against the management as he was fully aware that he was engaged specifically as a 'Contractual employee' for a specific project to cater specific project requirements from time to time with his due acceptance without any protest or reservation and his plea like 'equal work, equal wages, regularization and reinstatement are wrong being illegal. Even formal mandatory procedure for selection of an employee, as required in a government undertaking of the management, was not followed in the recruitment/selection of the workman as he was engaged on urgent need basis temporarily.
- (iii) The dispute as construed in the statement of claim is not maintainable due to misjoinder and non-joinder of necessary parties as the workman has impleaded the Chief Engineer (CD-II ) and CMD of the management without impleading the management i.e. Water and Power Consultancy Service India Ltd. (WAPCO) and the claim is liable to be dismissed on this ground only.
- (iv) The workman had contractual appointment which is excluded by the definition of clause 2(bb) (oo) of the Industrial Disputes Act and workman is not entitled to raise any claim except on the basis of terms and conditions of the Contract Agreement. Accordingly the reference made is mechanical in nature and liable to be returned to the government.
- (v) Even the workman had not completed the service of 240 days during the proceeding 12 months.
- (vi) Statement of claim is neither signed nor verified as per law.
- (vii) The service of the workman was never of regular nature. If the service of such an employee is regularized , it will create a back door entry in the government service without following the proper procedure of recruitment, training, selection as being adopted in the case of regular employees of the government which is bad in law.
- (viii) As per service contracts with the workman from time to time, the workman has not completed 240 working days in the preceeding 12 months and it has not been rebutted by the workman. As per settled law it is the burden upon the workman to prove that he has worked for more than 240 days in the preceeding 12 months. However, calculation of days worked by the workman during the preceding 12 months are shown on a separate sheet enclosed herewith for kind perusal of this Hon'ble court.
- (ix) The selection of the workman was not made a regular employee by following due and prescribed procedure of recruitment, hence he was not entitled to get wages equal to the wages of the regular employees.
- (x) Moreover, the other draftsmen getting more wages are regular employees having higher qualifications and working on different projects. The workman was Diploma Holder in Draftsman (Civil)+ Matriculation (10<sup>th</sup> standard) whereas the minimum qualification of a draftsman as prescribed by the selection rules is Diplomaholder + Senior Secondary (11<sup>th</sup> Standard). Accordingly the workman does not fulfill the minimum required qualification for regular appointment.
- (xi) In fact, the workman remained absent unauthorisedly without any intimation or submitting any leave application and his service has been terminated as per terms and conditions , stipulated in his service contract. The workman is not entitled to take entry back door in government service. His termination from service is simplicitor and not in violation of any law.
5. That the terms of reference as framed by the Delhi State Government and as indicated in the statement of claim by the workman , are as under:-
- “Whether the action of the Management in terminating the services of the workman and the practice of insisting the workman to sign fresh 'Contract of Service' after every three months is legal and justified? If not, to what relief the workman is entitled to?”
6. The workman filed an affidavit in evidence alongwith documents exhibit WW1/1 , WW1/2 and Ex. WW1/4 to Ex. WW1/10. Exhibit WW1/3 as mentioned in his affidavit was not placed on the record of the court file.

The workman in his cross examination has admitted that Exhibit WW1/2, WW1/7, WW1/8 are unsigned and photocopies and not permitted to be read in evidence. The workman has also admitted in this cross examination the Ex. WW1/4 i.e. the alleged medical certificate is a photo copy. However, he has voluntarily stated that the original thereof has already been submitted by him to the management but he has categorically and specifically admitted in his cross –examination that he has not submitted any sick leave application to the management alongwith his medical certificate. The workman has not produced any documentary proof to establish that he had ever submitted his valid and effective medical certificate to the management. Hence, his plea that he was medically not fit is not tenable. Even the workman has further admitted that he was not admitted in the Hospital whereas he remained absent from 24.6.2004 onwards and he was terminated from his service on 09.07.2004 as the work of the project of the management was suffering. In fact, he was absent unauthorisedly from duty.

7. Regarding recruitment of the workman, he has categorically admitted that he came to know about the vacancy with the management from the Chief Engineer, Sh. A.B. Pandey and C.M.D. Sh. Dewan and said Sh. A.B. Pandey was on deputation from the office where the father of the workman was an employee. In fact, the workman was engaged on the approach of his father to the then Chief Engineer and C.M.D and his test or interview, if any, was not conducted by the competent authority or Board of Selection Committee consisting of authorized officials of the management. He has further admitted in his cross-examination that no call letter was given to him from the management. He has also admitted that after his interview and test he was offered appointment in the form of agreement i.e. contract of service which he signed with eyes open. The management has filed a document i.e. Ex. MW1/4 an extract of relevant service rules applicable in the establishment of the management being a government undertaking showing the minimum required educational qualifications in respect of the workman who was allegedly a draftsman. This document shows the minimum qualification of a Draftsman Grade –III (workman) as Sr. Secondary (10+2) and a diploma in Draftsmanship from a recognized institution. Knowledge in Auto CAD with two years experience is essential, over one year's training in Leroy printing in a Government Department or Public Sector Undertaking or commercial firm of repute whereas the workman is simply matriculate (10<sup>th</sup> pass) and Diploma holder and accordingly does not have the required qualifications. The workman has alleged that he was in the employment of the management since 11.07.2001 when he signed a service contract but he has not filed any such service contract or other documentary evidence to the effect that he was in service of the management since 11.07.2001. Even the workman has also admitted that he did not inform any authority that he signed the service

contracts under any compulsion. Hence, his such an averment is totally wrong. On the contrary, the management has filed Ex. MW1/1 to Ex. MW1/3 i.e. three service contracts showing that the workman was employed from 03.10.2002 and the fourth service contract Ex. WW1/4 has been filed by the workman himself showing his date of commencement in service from 02.04.2004 to 30.09.2004. It is submitted that contractual appointment of any workman is excluded by the definition of Clause (bb) of sub section (oo) of Section 2 of the Industrial Disputes Act and Section 25-F or any other provision of the Industrial Disputes Act is not following decided cases:-

1. Gangadhar Pillai Vs Siemens Ltd. 2007 LLR 325 (SC) – It has been held that only because an employee has been engaged as a casual or temporary or that he had been employed for number of years, the same by itself may not lead to the conclusion that such appointment had been made with the object of depriving him of the status and privilege of a permanent employee, hence it will not amount to unfair labour practice AND termination of the workman, employed for projects which would last from time to time, would not amount to retrenchment even though such workmen have completed 240 days continuous service.

- (ii) Punjab State Electricity Board and Anr. Vs. Sudesh Kumar Puri 2007 LLR 414 (SC) it has held that where a workman was engaged under an agreement for a specific period and payment was made at fixed rate for work done, on disengagement of workman on termination of contract, provisions of Section 2(oo) (bb) of the Industrial Disputes Act would be attracted.
- (iii) Punjab State Electricity Board Vs. Darbara Singh 2006 LLR 68 (SC) – it has been held that where engagement of workman was for specific period, as such his termination will be excluded as per the provision of Section (oo)(bb) of the Industrial Disputes Act and hence no retrenchment compensation will be payable on his termination even when he has worked for more than 240 days in the preceding twelve calendar months.
- (iv) Sh. Ram Kishan and Anr. Vs. The Management of M/s American Express Banking Corpn. & Anr. 2009 LLR 1174 (Del. HC) – it has been held that when the appointments are made for fixed term and not renewed, such termination is excluded from the definition of retrenchment, hence the appropriate government rightly declined to refer the dispute for adjudication, hence the High Court did not find any merit in the petition as filed by the workmen challenging order of



the appropriate government declining to refer the dispute.

- (v) New Delhi Municipal Council Vs. Anil Kumar Gupta and Anr. 2006 LLR 1246 –it has inter alia been held that termination of a Junior Engineer who was initially appointed for specified period of six-months which period was extended further, will not amount to illegal termination since such termination was squarely cover by clause (bb) of Section 2(o) of the I.D. Act excluding termination from retrenchment. The New Delhi Municipal Council being instrumentality of State has to engage some employees on ad hoc and contractual basis without adhering to Recruitment Rules but they cannot claim their permanency and the court should not encourage.

Hence, termination of his service is a simplicitor as his engagement was purely of contractual nature.

8. The burden of proof to prove the duration of service of 240 days in the preceding 12 months is upon the workman as held in M/s. Essen Deinki Vs. Rajiv Kumar 2003 LLR 113 (SC). But the workman has not filed any document to show that he worked for 240 working days during the preceding 12 months. In his cross-examination, he has simply stated that he has filed all the documents regarding his working for 240 days during the preceding 12 months from the date of his termination from service i.e. 09.07.2004 but no such document has been proved by him. Hence, his such assertion is wrong. The records submitted by the management as well as workman show that the service of the workman was terminated on 09.07.04.

9. The management has filed the documents which are Ex. MW1/1 to Ex. MW1/4, Ex. MW1/1 is a service contract for three months commencing from 03.10.2002 for project No. 625 Ex. MW1/2 is a service contract for six months of dated 06.02.03 for project No. 649., Ex. WW1/3 is a service contract for six months of dated 01.09.03 for project No. 700 Ex. WW1/4 is a service contract from 02.04.2004 to 30.09.2004. But since the workman stated remaining absent unauthorisedly since 24.06.2004, his service was terminated on 09.07.2004 as per clause 8 of the service contract. As stated above, the workman has categorically admitted during his cross-examination that he did not submit any leave application. Even he has miserably failed to prove his alleged averment that he submitted any medical certificate. Even the submission of only medical certificate without any supporting leave application does not have any force as per law settled. Hence, the termination of his service is not illegal in any manner.

In view of the above the termination of service of the workman being simplicitor is not illegal. Rather, the

workman has dragged the management into unnecessary litigation. It is, therefore, respectfully prayed that the statement of claim, as filed by the workman, be dismissed with cost and the reference be returned to the government.

### CALCULATION OF 240 DAYS

1. Admittedly, the workman was a contractual employee and signed the 'Contract of Service' as per details given below:-

- (i) Contract dated 20.10.2002 for Project No. 625 for a period of three months from 03.10.02 which expired on 02.01.2003.
- (ii) Contract dated 06.02.2003 for Project No. 649 for a period of six months from 02.01.03 which expired on 01.07.03.
- (iii) Contract dated 01.09.2003 for Project No. H-700 for a period of six months from 02.07.03 which expired on 02.01.2004.
- (iv) Contract dated 02.06.2004 for a period from 02.04.04 to 30.09.04 where workman was terminated on 09.07.2004.

2. Last contract from 02.04.04 to 30.09.04.

Service terminated on 09.07.04.

Attended duty up to : 23.06.04. Thereafter remained absent and terminated on 09.07.04.

3. Preceding 12 months duration : 10.07.2003 to 09.07.2004.

Calculation of working days from 10.07.2003 to 09.07.04

|          |    |          |         |
|----------|----|----------|---------|
| 10.07.03 | to | 09.08.03 | 31 days |
| 10.08.03 | to | 09.09.03 | 31 days |
| 10.09.03 | to | 09.10.03 | 30 days |
| 10.10.03 | to | 09.11.03 | 31 days |
| 10.11.03 | to | 09.12.03 | 30 days |
| 10.12.03 | to | 09.01.04 | 31 days |
| 10.01.04 | to | 09.02.04 | 31 days |
| 10.02.04 | to | 09.03.04 | 29 days |
| 10.03.04 | to | 09.04.04 | 31 days |
| 10.04.04 | to | 09.05.04 | 30 days |
| 10.05.04 | to | 09.06.04 | 31 days |
| 10.06.04 | to | 09.07.04 | 30 days |

**Total working days 365 days**

ABSENTEEISM WITHOUT PAY:

01.09.03 30.09.03 30 days Absenteeism

02.01.04 01.02.04 31 days

02.02.04 01.03.04 29 days There was no contract of

02.03.04 01.04.04 31 days of service, hence absent.

24.06.04 09.07.04 16 days Absenteeism

**Total : 137 days**

**Net working days : 365-137= 228 days.**

In the light of contentions and counter contentions I perused the pleadings of claim statement, written statement and rejoinder and evidence of parties including principles laid down in the cited rulings by Hon'ble Supreme Court as well as by Hon'ble High Courts.

Perusal of pleadings of parties shows that it is admitted fact that workman Sh. Aakash Kashyap was employed as contractual employee on 11.07.2001. He remained in service up to 09.07.2004. His term was exceedings 240 days. He was paid salary of Rs. 3,180 P.M. He was illegally and unjustifiedly removed/terminated on 09.07.2004. Hence management adopted unfair Labour Practice. Management adduced no reliable and credible evidence. On the basis of which it could be presumed that workman Sh. Aakash Kashyap is not entitled to any relief. Sh. Aakash Kashyap produced all possible evidence in the case. Hence workman Sh. Aakash Kashyap is entitled to relief as principle laid down in case of Devinder Singh Vs. Municipal Council, Sanaur AIR 2011 S.C. 2532 applies with full force. But what relief shall be provided to him is to be decided on the basis of settled law of Supreme Court on the point of reinstatement and back wages.

In the light of contentions and counter contentions I perused the settled law of Hon'ble Supreme court on the point of reinstatement and grant of back wages which shows that reinstatement is not a necessary consequence wherever termination is held illegal. Depending upon the facts of each case a suitable compensation can be awarded. In Assistant Engineer, Rajasthan Dev. Corporation and Anr Vs. Gitam Singh, (2013)II LLJ 141 Hon'ble Supreme Court has held that reinstatement of workman with continuity of service and 25% back wages was not proper in the facts and circumstances of the case and the compensation of Rs.50,000 (Rs. Fifty Thousand Only) shall meet the ends of justice. In Jagbir Singh Vs. Haryana State Agriculture Marketing Board & Anr AIR 2009 Supreme Court 3004, Hon'ble Supreme Court held thus "the award of reinstatement with full back wages in a case where the workman has completed 240 days of work in a year preceding the date of termination particularly, daily wagers has not been found to be proper by this Court and instead compensation has been awarded." In catena of Judgments, Hon'ble Supreme Court has taken a view that reinstatement is not automatic, merely because the termination is illegal or in contravention of S-25-F of the Industrial Dispute Act. In Talwara Co-operative credit and Service Society Limited Vs. Sushil Kumar (2008) 9 SCC 486, Hon'ble Supreme Court held thus, "grant of relief of reinstatement, it is trite, is not automatic. Grant of back wages is also not automatic."

Workman of the instant case was not appointed by following due procedure and as per rules. He had rendered service with the respondent as a contractual worker, thus. Compensation of Rs. 50,000 (Rs. Fifty thousand only) by way of damages as compensation to the workman/claimant by Management after expiry of period of limitation of available remedy against Award. That will meet the ends of Justice.

Thus Reference is decided in favour of workman and against Management.

Award is accordingly passed.

Dated: 07/05/2014

HARBANSH KUMAR SAXENA, Presiding Officer

नई दिल्ली, 20 जून, 2014

**का.आ. 1797.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार वेस्टर्न कोलफील्ड्स लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नागपुर के पंचाट (संदर्भ संख्या 144/2003) को प्रकाशित करती है जो केन्द्रीय सरकार को 20/06/2014 को प्राप्त हुआ था।

[सं. एल-22012/193/2000-आईआर (सीएम-II)]

बी. एम. पटनायक, डेस्क अधिकारी

New Delhi, the 20th June, 2014

**S.O. 1797.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 144/2003) of the Cent. Govt. Indus. Tribunal-cum-Labour Court, Nagpur as shown in the Annexure, in the industrial dispute between the management of Rayatwari Sub-Area of M/s. WCL, and their workmen, received by the Central Government on 20/06/2014.

[No. L-22012/193/2000-IR (CM-II)]

B. M. PATNAIK, Desk Officer

#### ANNEXURE

**BEFORE SHRI J. P. CHAND, PRESIDING OFFICER,  
CGIT-CUM-LABOUR COURT, NAGPUR**

Case No. CGIT/NGP/144/2003

Date: 28.05.2014.

#### Party No.1 :

The Sub-Area Manager,  
Rayatwari Sub-Area ,  
Western Coalfields Limited,  
Post-Rayatwari,  
Distt. Chandrapur (MS)

**Versus****Party No. 2 :**

The Vice-President,  
Bhartiya Koyla Khadan Mazdoor Sangh  
Wardha Valley (BMS), Vishwakarma Sadan,  
Mahakali Colliery, Post-Babupeth,  
Distt. Chandrapur (MS)-442403.

**AWARD**

(Dated: 28<sup>th</sup> May, 2014)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government has referred the industrial dispute between the employers, in relation to the management of Rayatwari Sub-Area of Western Coalfields Ltd. and their workman, Shri Devanand Kurkanji, for adjudication, as per letter No.L-22012/193/2000-IR (CM-II) dated 12.05.2003, with the following schedule:-

"Whether the action of the management of Rayatwari Sub-Area (Chandrapur Area) of Western Coalfields Limited in reducing the pay of Shri Devanand Kurkanji, Mining Sirdar, Durgapur Rayatwari Colliery by fixing it at midpoint w.e.f. 01.01.1996 vide order No. Vekoli/Chakshe/Durga/210/2035 dated 22/26.07.1997 is legal and justified? If not, to what relief the workman is entitled?"

2. Before mentioning the respective cases of the parties as presented in the statement of claim and written statement respectively, I think it necessary to mention here that the Central Government by letter No. L-22012/193/2000-IR (CM-II) dated 10.12.2001 had referred the industrial dispute between the workman and the management of Sub-Area Manager, Rayatwari Sub-Area of WCL for adjudication to this Tribunal with the schedule, "Whether the action of the management of Rayatwari Sub-Area (Chandrapur Area) of WCL in not regularizing Shri Devanand Kukanji, Ex-Mining Sirdar and not protecting his pay is legal and justified? If not, to what relief the workman is entitled to? Basing on the said reference, case No. CGIT/NGP/14/2002 was registered and parties were noticed to file the statement of claim, complete with documents and list of reliance and witnesses. However, the workman finding some mistakes in the schedule of the reference, made correspondences with the Central Government through the Ministry of Labour and Employment for correction of the mistakes. Government of India instead of issuing of a corrigendum to correct the schedule of reference, issued letter No. L-22012/193/2000-IR (CM-II) dated 12.05.2003 with a new schedule. The new schedule as referred by the Government is "Whether the action of the management of Rayatwari Sub Area (Chandrapur Area) of Western Coalfields Limited in reducing the pay of Shri Devanand Kurkanji, Mining

Sirdar, Durgapur Rayatwari Colliery by fixing it at mid point w.e.f. 01.01.1996 vide order No. Vekoli/Chakshe/Durga/210/2035 dated 22/26.07.1997 is legal and justified? If not, what relief the workman is entitled to?" So, basing on the new schedule of reference, case No. CGIT/NGP/144/2003 was registered.

It is also necessary to mention that on the application of the workman, case No. CGIT/NGP/14/2002 was clubbed with case No. CGIT/NGP/144/2003 as per order dated 15.07.2011 passed in case No. 14/2002.

3. On receipt of the reference, the parties were noticed to file their respective statement of claim and written statement and accordingly, the workman, Shri Devanand Kurkanji, ('the workman' in short), filed the statement of claim through the union, BKKMS (BMS), ('the union' in short) and the management of Western Coalfields Limited ("Party No. 1" in short) filed their written statement.

The case of the workman as presented by the union in the statement of claim is that party No.1 is a government company and is a "state" within the provisions of Article 12 of the Constitution of India and under the approval of Ministry of Coal, Central Government constituted Joint Bipartite Committee for the Coal Industry ("JBCCI" in short) consisting of all employers of Coal Industry and the five central Trade unions and the JBCCI jointly deliberated over the wage structure including dearness allowance, fitment in revised scale of pay, Pension, fringe benefits, service conditions and other allied matters including welfares/safety measures and such deliberations is known as "National Coal Wage Agreements" ("the NCWAs" in short) and the JBCCI has several committees and sub-committees for proper and uniform implementation of the provisions of NCWAs in the entire Coal Industry and for maintaining uniformity and proper implementation, the Secretary, JBCCI issues implementation instructions from time to time and no unilateral decision can be taken by any subsidiary in contravention of the provisions contained in the NCWAs and the provisions are mandatory and binding on all coal companies including the party No.1 and so far nine NCWAs have been deliberated by the JBCCI, Known as NCWAs I, II, III, IV, V, VI, VII, VIII and IX dated 11.08.1974, 11.08.1979, 11.11.1983, 27.07.1989, 19.01.1996, 23.12.2000, 15.07.2005, 24.01.2009 and 31.01.2012 with period of operation from 01.01.1975 to 31.12.1978, 01.01.1979 to 31.12.1982, 01.01.1983 to 31.12.1986, 01.01.1987 to 30.06.1991, 01.07.1991 to 30.06.1996, 01.07.1996 to 30.06.2001, 01.02.2001 to 30.06.2006, 01.07.2006 to 30.06.2011 and 01.07.2011 to 30.06.2016 respectively and the Secretary, JBCCI issued Implementation Instruction No. 26 dated 23.04.1984 in regard to the "fixation benefit to price rated workers, who are doing time rated Job" and it was directed that, "management will ensure the minimum guaranteed benefit and fitment in the revised scales of pay as per clause 2.8 and 2.9 of NCWA-III respectively with effect

from 01.01.1983, in case it has not already been done” and the said implementation instruction has not been superseded as yet and similarly in NCWAs IV to IX, provisions have been made to give minimum increase to all workmen in different categories, over and above the wages fixed on the basis of earlier NCWA and in terms of NCWA-V, all the workmen were given minimum benefit of Rs. 235 per month or Rs. 9.04 per day inclusive of interim relief, over and above the wages prescribed under NCWA-IV and loader were placed in group V-A and from 01.07.1991, the revised basic pay of Rs. 88.93 for workload of 100 CFT and Rs. 104.93 for workload of 118 CFT were fixed for the loaders as per chapter-III of NCWA-V and besides the basic pay, it was provided that they would be entitled for fall back 100% of above revised wages and to special piece rated allowance (“SPRA” in short) @ Rs. 2.12 per day and the loaders, who had completed ten years of service or more in the same group were provided with additional SPRA w.e.f. 01.07.1994 and again w.e.f. 01.07.1995 and besides the NCWAs, the service condition of the employees are also governed by the certified standing order of party No.1.

The further case of the workman as presented by the union is that the workman was appointed as presented by the union is that the workman was appointed on 27.08.1984 as a piece rated loader under group VA at Sarni Mine of Pathakhara Area, M.P of WCL and he passed the statutory certificate examination required for the post of Mining Sirdar on 01.09.1993 and he was authorized to work as Mining Sirdar as and when required, vide officer order dated 26.09.1994 and he was getting the group wages, SRPA and other allowances while working as a Mining Sirdar at Sarni Mine and the workman and 13 others having Mining Sirdarship certificate were transferred to different areas of WCL in Maharashtra, vide order dated 20.09.1994, with the assurance of providing with the job of Mining Sirdar and the workman was transferred to Rayatwari colliery and though the workman was deployed as Mining Sirdar w.e.f. 22.12.1994, contrary to the transfer letter, the Manager, Durgapur Rayatwari colliery issued an officer order dated 30.01.1995, authorizing the workman to work as Mining Sirdar with condition that he would be paid wages of Mining Sirdar grade ‘C’ with difference i.e. job rate and that the authorization could be cancelled without notice and though the workman got wages of loader group V-A and SPRA, the difference of job rate in addition to the same to grade C was never paid and as per clause 3.6 of the certified standing order, the workman was entitled for confirmation as Mining Sirdar w.e.f. 30.07.1995 in Technical Supervisory Grade C, with protection of his group wages of loader group V-A and SPRA and also the difference of wages as per the order passed in writing by the management and the other employees, who were transferred along with the workman under the same office order regularized as Mining Sirdar since 01.01.1996, although they had joined one month after the joining of

the workman and the workman was not regularized even from 01.01.1996 and as such, the workman vide his letter dated 28.04.1997 approached the Chief General Manager, Chandrapur Area for redress of his grievance, but no action was taken by party No.1 on the same, so he again submitted the letter dated 25.05.1997 to the CGM, Chandrapur Area, but the same was neither considered nor replied.

It is also pleaded by the union that though the workman was entitled for promotion in T & C Grade “C” just after his transfer and joining, as per the transfer order, but he was regularized with retrospective effect i.e. 01.01.1996 vide office order dated 22/26.07.1997 of Manager, Durgapur Rayatwari colliery and his basic wages was fixed at Rs. 2900, the midpoint of the scale of pay of 1990-100-2790-110-3670 in Technical and supervisory grade ‘C’ of Mining Sirdar, where as, his monthly wages was group basic of Rs. 104.93 + SPRA Rs.23.56 = Rs. 128.49 X 26 days) = Rs. 3339.74 + job rate, as per order of the party No.1 and the workman was entitled for fixation of his basic wage at Rs. 3560 w.e.f. 30.07.1995, i.e. from the date of completion of the Probationary period and the party No.1 also deprived the workman from the minimum benefit given to all the workmen of NCWA-V and NCWA-VI and the workman addressed a letter dated 24.09.1997 to the Manager, DRC No. 34 pits mentioning there in that other workers similarly situated including Md. Riyaz, who was also transferred along with him, under the same office order were given protection of wages and their basic was fixed at Rs. 3450 per month w.e.f. 01.01.1996 and requested to give such benefits to him, but party No.1 rejected his application without going into the merit of the case, vide letter No. 3490 dated 30.09.1997/ 05.10.1997 and the workman again appealed to the Manager, Durgapur vide his application dated 26.10.1997 and the Manager, Durgapur intimated the workman vide letter dated 10/ 13.11.1997 about taking up the matter by the Personnel Manager, Rayatwari Sub-Area with Nandgaon Incline and he would be intimated in due course and as no further communication was received by the workman in that regard, he made an application dated 24.05.1998 to the CGM, Chandrapur Area and vide letter no.1167 dated 03/ 04.06.1998, he was informed by the manager that the matter had been referred to higher ups and the President of the union of Chandrapur also took up the case of the workman with the management, but management intimated their disagreement vide letter No. 4231 dated 13/14.06.1998 and management also vide letter dated 31.05.1999 intimated that the wages of the workman to have been fixed correctly.

The further case of the workman as presented by the union is that there was a memorandum of settlement dated 02.11.1992 between the party No.1 and RKKMS union and in the said settlement, the party No.1 agreed to protect the wages of piece rated loader on their conversion to time rated or monthly rated categories and the said



settlement was illegal, as the same curtailed certain existing wages and facilities and was in contravention of the provisions of NCWA and the same is detrimental to the rights of the Tub loaders and the record note of discussion dated 31.10.1995 containing certain modifications to the settlement was also illegal, as the same was never moved before the RLC(C), Nagpur for making the modification and party No.1 did not implement the terms of settlement dated 02.11.1992 uniformly and vide office order No. 2667 dated 10.02.2000, the Dy. Chief Personnel Manager, Chandrapur Area instructed all the Sub Areas to protect the basic wages of all the employees of Chandrapur Area irrespective of degradation/ reduction in post and category and party No.1 had been giving protection of wages to different employees on pick and choose basis and there cannot be two types of system in the same company and the workman is entitled for protection of his wages and SPRA from 30.07.1995 and annual increment and all other consequential benefits.

4. The party No.1 in the written statement, after denying all the adverse allegations made in the statement of claim by the union, has pleaded inter-alia that on a dispute being raised by the union in respect of the alleged non-regularisation and non-protection of wage, the Ministry of Labour had made a reference vide its order dated 10.12.2001 and on the basis of such reference, case No. CGIT/NGP/14/2002 was registered by the Tribunal and while the said reference was still pending, the Ministry made another reference dated 12.05.2003 and in both the references, the parties and issues are identical and such action of the Ministry is beyond jurisdiction, though, it has been claimed by the union that the subsequent reference is by way of corrigendum/correction of the error crept in in the first reference and on a careful examination of the subsequent reference, it can be found that the same is not by way of corrigendum/correction and there is also no mention in the Ministry's letter that it was the modification of the previous reference and the second reference has been made by the Government without application of mind, in a routine manner and also by flouting the principles of natural justice and it is clear from paragraph two of the statement of claim that representations were made by the workman for correction of the typographical errors and other errors in the schedule of reference of the first reference and it is clear from the said facts that the Ministry acted for amending the schedule of the reference on the correspondence made by the workman, though he was not a party in the reference and as such, any representation made by the workman in his individual capacity had no legal entity and the Ministry should not have taken cognizance to the letters of the workman and acted upon them and even otherwise also, when a reference had already been made by the Ministry on the issues involved, it had no jurisdiction to issue a fresh reference even by way of amendment/corrigendum

and the first reference was about non-regularization/non-protection of wages, the second reference is regarding fixation of wages of the workman at mid-point and as such, the Ministry has no power to make the second reference and the reference is liable to be struck down. It is further pleaded by the party No.1 that the issue involved in the first reference i.e. regularization/protection of wages had already stood settled by issuance of the regularity order and protection of group wages and there was nothing to adjudicate further and therefore, the issue of midpoint fixation which was sought to be adjudicated under the second reference was not required to be referred. The further case of the party No.1 is that the workman came on transfer from patherakhera Area in September, 1994, where he had been working as a loader and from time to time as mining sirdar and he was posted at Bhatodi project of Chandrapur Area and in terms of his posting order dated 20.09.1994, he was subsequently authorized to work as a mining sirdar at Durgapur Rayatwari Colliery vide office order dated 30.01.1995 and in the said order, the mode of payment was also mentioned and he was regularized as mining sirdar vide office order dated 22/26.07.1997 in the pay scale of Rs.1990-100-2790-110-3670 with retrospective effect from 01.01.1996, with midpoint fixation of pay and while fixing the pay of the workman at midpoint of the monthly scale of grade-C, his wages as loader stood protected and the post of Mining Sirdar is lowest in the cadre of mining personnel and the said post is filled by eligible departmental employees drawn from different disciplines, such as, piece rated, time rated and monthly rated having in possession of statutory qualification of a Mining Sirdar and loaders not being in mining supervisory promotional channel are selected along with others through the process of DPC and therefore, normally when the selected employees are inducted as mining sirdar, they enter the cadre at the minimum of the grade, but to avoid monetary loss to them, they are given midpoint fixation and while giving such midpoint fixation to the workman, there was no reduction of his wage, rather it was more than the group wage of a piece rated loader, which the workman was holding prior to becoming a mining sirdar and the midpoint fixation of pay was being done in accordance with the prevailing settlement/agreement and the same is in order and does not require to be interfered with.

It is further pleaded by the party no.1 that the power of the Government to refer the dispute is not absolute/unlimited and the Government has to exercise the power judiciously and within the frame work of law and such power is also subject to judicial scrutiny and the action of the Manager, Durgapur Rayatwari colliery in placing the workman as officiating Mining Sirdar was not against any assurance/commitment and in the transfer order, there was no assurance of promotion and it was only placement as Mining Sirdar and the contents of the said office order

has been wrongly interpreted by the union and in any case, the workman did not object/protest to the officiating arrangement and complied with the same and no claim of alleged denial of any benefit arising out of the officiating order was ever made and the wage calculation made by the union is not correct and the wages of the workman was not reduced after being regularized as a Mining Sirdar and he was not entitled for basic of Rs.3650 and the crucial date is 01.01.1996, where as, the pay slips for January, 1997 and October, 1997 of the workman have been quoted and produced by the union and even the said pay slips show that the total wages of the workman was Rs. 7046.65 in January, 1997, whereas, after fixation of the wages of the workman in the monthly scale of Mining Sirdar, it was enhanced to Rs. 8640.25, therefore, apparently there was no loss of wages and the pay fixation cases of the two referred employees relate to another establishment i.e. Nandgaon Enclave and the Sub-Area Manager, Rayatwari Sub-Area was neither the controlling authority nor responsible for pay fixation of the said two employees and on the face of it, their pay fixation appears to be erroneous and incorrect and the same cannot be treated as a guidelines at Rayatwari and otherwise also, a wrong done in one case cannot create a legal right for rectification of other cases and the interpretation given by the union of bilateral agreement dated 03.10.1995 is not correct and the said bilateral agreement, which was reached as modification of the settlement dated 02.11.1992 has not been declared null and void and the same continues to remain in force and the settlement dated 02.11.1992 and the subsequent modifications are legal and have/had the legally binding effect and the decisions taken in the other cases referred by the union in the statement of claim have nothing to do in the fixation of the wages of the workman and it had never adopted any pick and choose method in giving pay protection to the employees and deciding of each case on its own merit cannot be termed as adopting of pick and choose method and the workman has already been given protection of wages including all the components of wages and he is not entitled for anything beyond what had been granted to him w.e.f. 01.01.1996.

5. In the rejoinder, the union on behalf of the workman has reiterated the facts mentioned in the statement of claim, after denying the pleadings made by the party no.1 in the written statement of claim.

6. To prove their respective stands, both the parties have relied on documentary evidence. Besides documentary evidence, the workman has examined himself as a witness in support of his case.

In his evidence on affidavit, the workman has reiterated the facts mentioned in the statement of claim. The evidence of the workman has remained unchallenged as management remained absent and did not cross-examine him. It is necessary to mention here that the case was

fixed to 12.02.2014 for the cross-examination of the workman. However, on 12.02.2014, nobody appeared on behalf of the management to cross-examine the workman, so, order of “no cross” of the workman was passed. It is also necessary to mention that even though the case was fixed for adducing evidence from the side of the party No.1, party No.1 did not adduce any evidence and as party No.1 did not take part in the reference since 12.02.2014, order to proceed ex-parte against the party no.1 was passed on 29.04.2014.

7. At the time of argument, it was submitted by the learned advocate for the workman that due to some mistake in the schedule of the first reference, the Central Government was moved by the workman to rectify the schedule and the Government rectified the mistakes and issued the new schedule with the same letter number and as the reference is in respect of the workman raised by the union, there was no illegality to move the Government by the workman to rectify the mistake in the schedule of reference and there is also no illegality in rectifying the schedule by the Government and clubbing the case CGIT/NGP/14/2002 with case no. CGIT/NGP/144/2003. It was further submitted that in view of the stands taken by the party No.1 in the written statement and the evidence on record, it is crystal clear that the workman is entitled for protection of his wages w.e.f. 01.01.1996 and the midpoint fixation made by the party no.1 is quite incorrect and as the group wages + SPRA of a loader was Rs. 3285.62 per month as on 01.01.1996 as per NCWA, the workman is entitled at least to Rs. 3450 as basic per month from 01.01.1996 and he is also entitled for the consequential benefits.

Advocate for the workman has cited the decisions reported in 1994 ICLR-627 (Narendra Kumar Chandra Vs. State of Haryana) and 2007 (115) FLR-427 (Mohan Mahto Vs. M/s. Central Coal Fields Ltd.) in support of the submissions.

It is necessary to mention here that the decision reported in 1994 ICLR – 627 (Supra) is in regard to right to life under Article 21 of the Constitution. This case in hand is not a case of right to life under Article 21 of the Constitution, but a case of protection of wages. Hence, with respect, I am of the view that the decision has no application to the case in hand.

8. In this case, all most all the facts are admitted by the parties. It is not disputed by party no.1 that the basic of the workman in the post of Mining Sirdar was fixed at midpoint. The only contention raised by the management is that while fixing the basic of the workman at midpoint in the post of Mining Sirdar, his wages as a loader was protected and there was no loss of wages of the workman.

Perused the record. Admittedly, the workman was working as a piece rated loader and he was selected for his



appointment as a Mining Sirdar and also regularized as a Mining Sirdar w.e.f. 01.01.1996 at Durgapur Rayatwari colliery. However, the party no.1 while regularizing the service of the workman as a Mining Sirdar w.e.f. 01.01.1996, fixed his pay at Midpoint of the pay scale of Mining Sirdar. As the posting of the workman as Mining Sirdar was a managerial decision, he was entitled for protection of his wages + SPRA of loader V as on 01.01.1996, the date with effect of which he was regularized as a Mining Sirdar. Hence, it is ordered:-

### ORDER

The action of the management of Rayatwari Sub Area (Chandrapur Area) of Western Coalfields Limited in reducing the pay of Shri Devanand Kurkanji, Mining Sirdar, Durgapur Rayatwari Colliery by fixing it at midpoint w.e.f. 01.01.1996 vide order No. Vekoli/Chakshe/Durga/210/2035 dated 22/26.07.1997 is illegal and unjustified. The workman is entitled for protection of his basic wages + SPRA of loader as on 01.01.1996, while fixing his pay in the post of Mining Sirdar and all other consequential benefits of the post of Mining Sirdar thereafter. The workman is also entitled for payment of the differential of wages if any after such fixation of his pay w.e.f. 01.01.1996.

J. P. CHAND, Presiding Officer

नई दिल्ली, 20 जून, 2014

**का.आ. 1798.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार वेस्टर्न कोल फील्ड्स लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नागपुर के पंचाट (संदर्भ संख्या 08/2008) को प्रकाशित करती है जो केन्द्रीय सरकार को 20/06/2014 को प्राप्त हुआ था।

[सं. एल-22012/28/2007-आईआर (सीएम-II)]

बी. एम. पटनायक, डेस्क अधिकारी

New Delhi, the 20th June, 2014

**S.O. 1798.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 08/2008) of the Cent. Govt. Indus. Tribunal-cum-Labour Court, Nagpur as shown in the Annexure, in the industrial dispute between the management of Saoner Sub Area of M/s. WCL, and their workmen, received by the Central Government on 20/06/2014.

[No. L-22012/28/2007-IR (CM-II)]

B. M. PATNAIK, Desk Officer

### ANNEXURE

**BEFORE SHRI J.P.CHAND, PRESIDING OFFICER,  
CGIT-CUM-LABOUR COURT, NAGPUR**

**Case No. CGIT/NGP/08/2008**

Date: 30.05.2014

### Party No.1 :

The Sub Area Manager,  
Saoner Sub Area,  
Western Coalfields Ltd.,  
P O –Saoner,  
Nagpur-441107

### Versus

### Party No. 2 :

The President,  
Rashtriya Koyla Khadan Mazdoor  
Sangh, (INTUC)  
Br. Patansawangi Coal Mine,  
Western Coalfields Ltd.,  
Tah. Saoner, Nagpur.

### AWARD

(Dated: 30<sup>th</sup> May, 2014)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government has referred the industrial dispute between the employers, in relation to the management of Saoner Sub Area of WCL and their workman, Shri Raghunandan Naina Pal, for adjudication, as per letter No.L-22012/28/2007-IR (CM-II) dated 11.03.2008, with the following schedule:-

"Whether the action of the management of WCL in not protecting the wages of Shri Raghunandan Naina Pal is legal and justified? If not, to what relief the workman is entitled?"

2. On receipt of the reference, the parties were noticed to file their respective statement of claim and written statement and accordingly, the union, RKKMS ("the union" short) filed the statement of claim on behalf of the workman, Shri Raghunandan Naina Pal, ("the workman" in short) and the management of Western Coalfields Ltd. ("Party No. 1" in short) filed their written statement.

The case of the workman as presented in the statement of claim by the union is that the workman was appointed on 26.03.1981 as a loader category V at Patansawangi Mine and on 11.09.1990, while he was on duty in the mine, he met with an accident and sustained injury on his right hand and he was injured for ten months and he was examined by the Medical Board on 26.07.1991 and his permanent disability was assessed at 12% and the Medical Board recommended to give alternate job to the workman, however, the recommendation of the Medical Board was not communicated to the workman and he was not given alternate job as recommended by the Medical Board and the recommendation of the Medical Board was counter signed by the CMO on 29.04.1994 and the fact of such counter signature by the CMO was also not

communicated to the workman and therefore, under compelling circumstances, the workman on his own made communication with the party No.1 to convert him to time rated worker and he was accommodated as a general mazdoor category I at Mine No. 3 of Saoner Sub Area, as per the office order and though the workman was given time rated job, his wages of loader category- V were not protected and due to non protection of his wages of loader, there was loss of his basic wages and the workman is entitled for protection of his wages of loader. It is further pleaded by the Union on behalf of the workman that injury compensation of Rs.11,678.40 was paid to the workman only on 23.12.1998, instead of in the year 1991 itself, so, the workman is entitled for interest at the rate of 18% on the said amount from 1991 to 23.12.1998.

It is further pleaded by the union that the reduction of the wages of the workman was contrary to the National Coal Wage Agreement and to the Standing order of party No.1 and the workman is entitled for protection of his wages of category V from the date of accident i.e. 11.09.1990 and all consequential benefits.

3. In the written statement, the party No.1 has admitted about the appointment of the workman as a loader category V at Patansawangi Mine and his drawing of wages of category V and that the workman met with an accident on 11.09.1990 during the course of his employment and that he was injured for 10 months and that he was examined by the Medical Board on 26.07.1991 and was declared 12% disabled and that the Medical Board recommended to give the workman alternate job in underground duty. However, party No.1 has denied the allegation that such facts were not communicated to the workman, It is further pleaded by the party No.1 that the workman was not able to perform his duty as a loader and as such, he himself by letter dated 14.07.1995 requested the management to convert him into time rated employee and prior to that also, the union had raised the said issue and agreed for the conversion of the workman to time rated employee and in pursuance to the letter of the workman, as per office order dated 17.07.1995, the workman was accommodated in time rated job at mine No.3 of Saoner Sub Area, as mazdoor category I and the workman was not transferred, but he was provided with job of time rated employee at the place, where work was available and as such, the same cannot be termed as transfer and as per the request of the workman, he was transferred to Pipla mine and again to Patansawangi mine and the workman himself wanted accommodation in category I and he also accepted the wages of the said category and as such, he is not entitled for protection of his wages of category V and injury compensation of Rs.11,678.40 was paid to the workman and as the workman wanted accommodation in category I as time rated employee and accepted the wages of that category, it cannot be termed as any financial loss to the workman and as the conversion of the workman to time rated category was on his request,

the question of payment of differential wages does not arise and there is no victimization and the workman is not entitled to any relief.

4. In the rejoinder, it is pleaded on behalf of the workman, by the union that under compelling circumstances and considering the hardship and starvation of the workman and his family members for a period of four years, the workman agreed for his conversion into time rated job and neither the union nor the workman had requested the management to alter the wages from category V to category-I and the workman was given light job as per the recommendation of the Medical Board and it was the management, who failed to offer light job as per with category V and accommodated him in category-I and party No.1 had given protection of wages to other employees in similar situation in number of cases including in the cases of Abdul Wahid Nizamuddin, Dinadas Dupai, Hazarilal and ranju Vedu of Patansaongi Mine, who were declared medically unfit for their regular job and were given light job by changing their original category V of loader and from the said facts, it is clear that party no 1 indulged in unfair labour practice and victimized the workman.

5. In support of his case, the workman has examined himself as a witness, besides placing reliance on documentary evidence,

It is to be mentioned here that party No.1 did not adduce any oral evidence in support of its case.

6. In his examination-in-chief, which is on affidavit, the workman has reiterated the facts mentioned in the statement of claim and the rejoinder.

In his cross-examination, the workman has admitted that he met with the accident on 11.09.1990 and from the year 1995 to 1998, he received the wages of time rated category without any objection.

7. At the time of argument, it was submitted by the learned advocate for the workman that the workman met with the accident on 11.09.1990, while performing his duty and sustained injuries and he was examined by the Medical Board on 26.07.1991 and found to have sustained 12% permanent disability in his right hand and the Medical Board recommended to give alternate job to the workman, but party No.1 did not allow him duty by giving alternate job as recommended by the Medical Board and the recommendation of the Medical Board was counter signed by the Chief Medical Officer only on 29.04.1994, but the workman was not communicated about the same and therefore, the workman was without any job since 11.09.1990 and as he was not getting any salary, for the survival of his family members, he was compelled to request the party No.1 for giving him time rated job, but he had never agreed to change his wages of category V to category-I and in view of the various settlements between the union and party No.1, the workman is entitled for the

protection of his wages and vide order dated 17.07.1995, the party No.1 without following the due process of law converted the workman into time rated category and made him General Mazdoor category-I, without protection of his wages of category V and the workman suffered loss of wages due to illegal change in his service condition and without any fault on his part and the workman is entitled to the differential wages of category V and category-I for the period from September, 1990 and the workman is also entitled for 18% interest per annum from August, 1991 to 1998 on the amount of injury compensation.

8. Per contra, it was submitted by the learned advocate for the party No.1 that the documents filed by the workman have not been duly proved and exhibited and as such, the same cannot be taken into consideration. It was further submitted that the statement of claim was filed by the workman on 24.12.2008, claiming protection of wages for the period from 1990 onwards and the claim suffers from delay and laches and the workman has not been able to show any reason in approaching the Tribunal after a period of almost 18 years and only on this ground, the reference is liable to be answered in the negative. It was further argued that the claims made by the workman other than wage protection cannot be entertained by the Tribunal, as the same have not been referred for adjudication. It was also submitted by the learned advocate for the party No.1 that the workman met with an accident and after resuming his duties, he was not able to perform his original job and as such, he requested the party No.1 on 14.07.1995 in writing to convert him from piece rated employee to time rated employee by giving him alternate job and the workman in his said letter also consented to accept the wages of the category, which would be given to him as alternate job and because of the conversion from piece rated to time rated, the workman derived much more benefits and the workman having taken such benefits for all these years, he is not entitled to any relief as claimed by him.

In the alternative, it was submitted by the learned advocate for the party No.1 that in case it is held that the workman is entitled for protection of wages, then the workman can only be given such protection from three preceding years of the date of approaching the Court, as per the principles enunciated by the Hon'ble High Court in different judgments including in W.P. No. 476/ 2014(Keshav Vs. WCL and others.)

9. At the outset, I think it necessary to mention that it is settled beyond doubt by the Hon'ble Apex Court in a string of decisions that the Tribunal cannot travel outside the terms of reference and the jurisdiction of the Tribunal in industrial dispute is limited to the points specifically referred for its adjudication and matter incidental there to.

In this case, reference has been made by the Government to adjudicate the validity or other wise of the

denial of party No.1 to give wage protection to the workman. So, except the issue regarding the protection of wages of the workman, the claim of the workman for interest on the amount of injury compensation and all other reliefs which are not incidental to the issue of wage protection cannot be entertained.

10. The first contention raised by the learned advocate for the party No.1 is to answer the reference in the negative on the ground that there is inordinate unexplained delay in raising the dispute by the workman. Admittedly, the workman was injured in an accident, while he was on duty in the mine on 11.09.1990 and he was examined by the Medical Board on 26.07.1991 and the Medical Board recommended to give alternate job to the workman after assessing his permanent disability at 12% and the report of the Medical Board was counter signed by the Chief Medical Officer on 29.04.1994. It is also not disputed that the workman made a representation on 14.07.1995 to give him alternate job and also gave his consent to accept the wages of the category in which he would be given the alternate job. It is also found that the statement of claim was filed by the workman on 24.12.2008. It is found from record that there is a delay of about 17 years in raising the dispute.

However, it is well settled that the dispute should be referred as soon as possible after they have arisen and after conciliation proceedings have failed and the delay would certainly be fatal if it has resulted in material evidence relevant to adjudication being lost and rendered not available. It is also well settled that in case of delay, in appropriate cases, the court may mould the relief either by reducing the back wages or by denying it completely.

In this case, the workman has not explained the delay in raising the dispute. However, the delay in the present case has not been so culpable. so as to disentitle the workman to any relief. Hence, the reference cannot be dismissed on the ground of delay.

11. The party No.1 has filed the settlement entered by it with RKKMs union dated 02.11.1992 before the Regional Labour Commissioner (Central), Nagpur. In the said settlement, the party No.1 had agreed to protect the group wages including SPRA on conversion from piece rated to time /monthly rated, where ever applicable. Likewise, provision to protect the piece rated wages on conversion of piece rated worker to time rated by managerial decision was made in the record of discussion held on 31.10.1995. The copy of the said record of discussion dated 31.10.1995 has been filed by the party No.1. From the admitted facts of this case, the provisions of the settlements as mentioned above and applying the principles enunciated by the Hon'ble High Court, Nagpur Bench in the decision relied on by the party No 1, it is found that the workman is entitled for the protection of his wages of category V.

12. Admittedly, there is unexplained delay of about 17 years in raising the dispute. Taking into consideration such delay in raising the dispute and applying the principles enunciated by the Hon'ble High Court, Nagpur Bench in Writ petition No.476/2014 to the case in hand, I think it proper to give the benefit of protection of wages to the workman from the preceding three years of raising of the dispute by the workman before the Conciliation Officer-cum Assistant Labour Commissioner (Central), Nagpur. Accordingly, the workman is entitled for the deferential of wages of Loader category- V and general mazdoor category I, from the preceding three years of the raising of the dispute before the Conciliation Officer and not from the date of accident, as claimed by him. Hence it is ordered:-

### ORDER

The action of the management of WCL in not protecting the wages of Shri Raghunandan Naina Pal is illegal and unjustified. The workman is entitled for protection of his wages from the preceding three years of the date of his raising of the dispute before the Conciliation Officer –cum- the Assistant Labour Commissioner (Central), Nagpur. Accordingly, the workman is entitled for the deferential of wages of Loader category V and general mazdoor category I, from the preceding three years of raising of the dispute before the Conciliation Officer and not from the date of accident, as claimed by him.

J. P. CHAND, Presiding Officer

नई दिल्ली, 20 जून, 2014

**का.आ. 1799.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार एफ. सी. आई. के प्रबंधन के संबंधित नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, लखनऊ के पंचाट (संदर्भ संख्या 57/2012) को प्रकाशित करती है जो केन्द्रीय सरकार को 20/06/2014 को प्राप्त हुआ था।

[सं. एल-22011/4/2011-आईआर (सीएम-II)]

बी. एम. पटनायक, डेस्क अधिकारी

New Delhi, the 20th June, 2014

**S.O. 1799.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 57/2012) of the Cent. Govt. Indus. Tribunal-cum-Labour Court, Lucknow as shown in the Annexure, in the industrial dispute between the management of Food Corporation of India, and their workmen, received by the Central Government on 20/06/2014.

[No. L-22011/4/2011-IR (CM-II)]

B. M. PATNAIK, Desk Officer

### ANNEXURE

#### CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, LUCKNOW

#### Present :

Dr. MANJU NIGAM, Presiding Officer

**I.D. No. 57/2012**

Ref. No. L-22011/4/2011-IR(C.II) dated: 20.03.2012

#### BETWEEN

Shri RAJENDERA PRASAD, Ex. Manager (D)  
R/o 538-K/1172, Triveni Nagar – 11  
Lucknow.

#### And

1. The Chief Manager  
Food Corporation of India  
TC/3V, Vibhuti Khand, Gomti Nagar  
Lucknow.
2. The Executive Director (North)  
Food Corporation of India  
Plot No. 2A, 2B, Sector 24  
Noida (U.P.) – 201 301

### AWARD

1. By order No. L-22011/4/2011-IR(CM-II) dated: 20.03.2012 the Central Government in the Ministry of Labour, New Delhi in exercise of powers conferred by clause (d) of sub section (1) and sub section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) referred this industrial dispute between Shri Rajendera Prasad, Ex. Manager (D), R/o 538-K/1172, Triveni Nagar – 11, Lucknow and the Chief Manager, Food Corporation of India, TC/3V, Vibhuti Khand, Gomti Nagar, Lucknow & the Executive Director (North), Food Corporation of India, Plot No. 2A, 2B, Sector 24, Noida (U.P.) for adjudication to this CGIT-cum-Labour Court, Lucknow.

2. The reference under adjudication is:

“WHETHER THE ACTION OF THE MANAGEMENT OF FCI, LUCKNOW IN DECLINING THE STEPPING OF PAY OF SHRI RAJENDERA PRASAD AT PAR WITH HIS JUNIORS IS FAIR AND JUSTIFIED? TO WHAT RELIEF THE CLAIMANT IS ENTITLED TO?”

3. The case of the workman, in brief, is that the workman, Rajendera Prasad, has been working as Manager (D) with the opposite party when he claim for parity in pay with one of his junior viz. Shri Swami Nath Sharma who was stepped up in parity with another junior to the workman viz. Shri Ramdhari Singh. The management of FCI turned down his request stating that his pay cannot be stepped up at par with Swami Nath; since the workman's date of joining was 23.05.72; whereas the date of joining of Swami



Nath was 03.05.72, therefore, Swami Nath was senior to the workman. It is alleged by the workman that the seniority is not counted from the date of joining rather is taken with regard to the marks obtained in written test/interview during appointment. It is further stated by the workman that the management while rejecting his request for parity with Swami Nath, advised the workman that he may apply afresh with another suitable junior. It has been submitted by the workman that he again represented for stepping at par with Shri Ramdhari Singh; but again the management rejected his requested stating that his pay cannot be stepped up either with Swami Nath Sharma or any of the his juniors who have got their pay stepped up with Swami Nath Sharma. It has been alleged by the workman that the action of the management in declining the step up benefits at par to his juniors is against the principle of Equity, therefore, has prayed that the same be declared illegal and unjustified and he may be held entitled for stepping up of his pay w.e.f. 26.12.88 at par with his juniors along with consequential benefits.

4. The management of the FCI has denied the claim of the workman by filing its written statement wherein it has been submitted that the claim of the workman for stepping up of the pay at par with Swami Nath could not be considered since he was senior to the workman by the date of joining. The management has further submitted that his pay could not step up at par with Ramdhari Singh because Ramdhari Singh was not found suitable junior to the workman. It is further submitted by the management that the stepping up of the pay of the workman could not be done due directions of Head Quarters vide dated 15.04.2002; wherein it was provided that stepping up could be done in respect of those only who joined the FCI between 03.05.72 and 29.09.76. Accordingly, the management has prayed that the claim of the workman be rejected being devoid of merit.

5. The workman has filed its rejoinder wherein he has stated that the submissions of the management that stepping up of Ramdhari Singh was done before receipt of Head Quarter instructions dated 15.04.2002 is against the principle of equity. He had further submitted that had his case would have been considered in 1997 like that of Ramdhari Singh then the fate would have been different. It is also submitted by the workman that Swami Nath Sharma joined in West Zone on 03.05.72 as AG-III and joined North Zone on 29.09.76 on his own request transfer, thereby losing his seniority; hence, he should not have been treated senior to him.

6. The parties have filed photocopies of various documents in support of their respective claim including communications and seniority lists. The workman has examined himself; whereas the management examined Shri Ranvir Bahadur, Manager WRC in support of their stands. Parties availed opportunity to cross-examine the witnesses of each other apart from forwarding oral arguments.

7. Heard workman and the authorized representative of the management and perused entire evidence on record.

8. The workman has contended that Shri Swami Nath Sharma who is junior to him is getting more pay and the management of FCI has turned down his request, stating that Swami Nath Sharma is senior to him as he joined the FCI on 03.05.72 whereas the workman joined the FCI on 23.05.72. The workman has also argued that he again claim parity with one Shri Ramdhari Singh who joined FCI on 29.05.72 and was stepped up at par with Shri Swami Nath. Then the management of FCI declined to step him at par with juniors stating that stepping up cannot be done in pursuance of the directions of the Head Quarter vide letter dated 15.04.2002. It is contended by the workman that the management of FCI stepped up as many as five employees viz. Shri Krishna Bihari Mishra, Jeevan Kumar, Mukesh Kumar Syed Ali and Ramdhari Singh. However, the restriction had been put by the Head Quarter vide its letter dated 15.04.2002, which mentioned that stepping up shall not be allowed at par with Shri Swami Nath Sharma to those officials who joined FCI between 03.05.72 to 29.09.76. In this regard the workman has submitted that had the management treated his matter in time then his stepping up could have been done much before issuance of instructions dated 15.04.2002.

9. In rebuttal, the management's representative has argued that Shri Swami Nath was senior to the workman by the date of joining, as Shri Swami Nath joined FCI on 03.05.72 and the workman on 23.05.72. He has further argued that the workman could not be stepped up at par with Shri Ramdhari Singh because of the restriction put by the Head Quarter vide its letter dated 15.04.2002.

10. I have given my thoughtful consideration to the rival contentions of the parties and perused the evidence available on file in light thereof.

11. From pleadings of the workman it comes out that the application of the workman to step up his pay was forwarded vide letter dated 22.11.97 and vide letter dated 10.2.98 the workman was informed that his case is under consideration. The management denied the stepping up vide letter dated 13.09.2005 and was advised to seek stepping with some other suitable junior. Then the workman again applied for stepping up at par with his junior Shri Ramdhari Singh in the year 2008, which too was rejected on the plea that the Head Quarter has put restriction on stepping up any of the official who joined between 03.05.72 to 29.09.76.

12. Admittedly, Shri Swami Nath joined the FCI in West Zone on 03.05.72 and subsequently, he joined North Zone on 29.09.76 on his own request whereas the workman joined FCI in North Zone on 23.05.72. The workman in his evidence has stated that he is claiming parity with Swami Nath Sharma and none the other junior. The management

has treated Swami Nath Sharma senior, taking his initial date of joining in FCI; but has ignored this fact that when he got transferred to North Zone on his own request then he should have lost his seniority and should have treated as the junior most official in the North Zone in his category.

From perusal of the documentary evidence available on record it is evident that the management of FCI granted parity with Shri Swami Nath to other workmen who joined on the dates much after the workman. It is evident from paper No. 5/12, filed by the management that the management stepped up following officials at par with Shri Swami Nath Sharma :

| S. No. | Name/Designation                      | Date of Joining |
|--------|---------------------------------------|-----------------|
| 1.     | Shri Krishna Bihari Mishra, AG-II (D) | 09.10.72        |
| 2.     | Shri Jeevan Kumar, AG-II (D)          | 06.10.72        |
| 3.     | Shri Mukesh Kumar, AG-II (D)          | 24.05.72        |
| 4.     | Shri Sayyed Ali, AG-II (D)            | 20.06.72        |
| 5.     | Shri R.D. Singh, AG-II (D)            | 29.05.72        |

Also, from pleading of the workman it is clear that when the management rejected his request for stepping up at par Shri Swami Nath Sharma, he requested for his stepping up at par with Shri R.D. Singh who have been stepped up at par with Shri Swami Nath; but the management denied the stepping up stating that there is restriction put by the Head Quarter vide their instructions dated 15.04.2002. From perusal of above details, it is very much clear that all the officials, including Ram Dhari Singh, joined the FCI much after the workman; but they have been granted stepping up at par with Shri Swami Nath. No justification has been forwarded by the management on this point that under what circumstances the workmen who joined much after the workman have been granted stepping up at par which Swami Nath Sharma and the workman has been spared taking excuse of instruction issued by the Head Quarter vide dated 15.04.2002.

13. It is also not the case of the FCI that there is common seniority in all the zones of FCI nor they have come up with the case that when an official is transferred from one zone to another on his own request, his seniority is going to be protected. Hence, the management of the FCI utterly failed to provide any justification for the fact that as to why Shri Swami Nath Sharma was treated senior to the workman who joined North Zone on 29.09.76 whereas the workman joined North Zone on 03.05.72 or as to how the seniority of Shri Swami Nath Sharma was reckoned on the basis of his initial joining in FCI, ignoring this fact that he sought inter zone transfer on his own request.

The management of FCI again could not justify their action in stepping up the other five workmen, who joined FCI later than the workman and also fell within the ambit

of the letter dated 15.04.2002. Further, the contention of the workman also finds strength that had his case have been resolved promptly, his case might have not been covered with the instructions of Head Quarter dated 15.04.2002.

14. Hence, in view of the facts and circumstances of the case, I am of the opinion that the action of the management in not stepping up the pay of the workman at par with his juniors was neither fair nor justified. Accordingly, I come to the conclusion that the workman, Rajendera Prasad is entitled for stepping of pay at par with his juniors viz. Shri Swami Nath Sharma and Ram Dhari Singh. He shall also be entitled for consequential benefits within six weeks from the date of publication of this award in the gazette, failing he shall also be entitled for simple interest @ 6% per annum on arrears. The reference is answered accordingly.

15. Award as above.

LUCKNOW.

26<sup>th</sup> May, 2014.

Dr. MANJU NIGAM, Presiding Officer

नई दिल्ली, 20 जून, 2014

**का.आ. 1800.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार एफ. सी. आई. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, चैन्नई के पंचाट (संदर्भ संख्या 39/2014) को प्रकाशित करती है, जो केन्द्रीय सरकार को 20/06/2014 को प्राप्त हुआ था।

[सं. एल-22011/17/2014-आईआर (सीएम-II)]

बी. एम. पटनायक, डेस्क अधिकारी

New Delhi, the 20th June, 2014

**S.O. 1800.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 39/2014) of the Cent. Govt. Indus. Tribunal-cum-Labour Court, Chennai as shown in the Annexure, in the industrial dispute between the management of Food Corporation of India, and their workmen, received by the Central Government on 20/06/2014.

[No. L-22011/17/2014-IR (CM-II)]

B. M. PATNAIK, Desk Officer

**ANNEXURE**

**BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL- CUM-LABOUR COURT,  
CHENNAI**

Thursday, the 22<sup>nd</sup> May, 2014



**Present :**

K. P. PRASANNA KUMARI, Presiding Officer

**Industrial Dispute No. 39/2014**

(In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947(14 of 1947), between the Management of Food Corporation of India and their workman)

BETWEEN

Sri K. Rajendran : 1<sup>st</sup> Party/Petitioner

AND

The Area Manager : 2<sup>nd</sup> Party/Respondent

Food Corporation of India

District Office,

Post Box No. 2911

Tatabad

Coimbatore-641012

**Appearance:**For the 1<sup>st</sup> Party/Petitioner : Absent

For the 2<sup>nd</sup> Party/ : M/s M. Imthias,  
Management M. Vijayakumar, Advocates

**AWARD**

The Central Government, Ministry of Labour & Employment, vide its Order No. L-22011/17/2014-IR(CM-II) dated 02.04.2014 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is:

“Whether the action of the Management of Food Corporation of India in not providing work to Sri K. Rajendran, Ancillary Worker under the Direct Payment System (DPS) of Food Corporation of India w.e.f. 16.11.2012 is justified? If not, to what relief the workman is entitled to?”

2. On receipt of the Industrial Dispute this Tribunal has numbered it as ID 39/2014 and issued notices to both sides.

3. Though the petitioner was served with notice, he has not appeared on the date of first hearing. The case was adjourned to this date for the appearance of the petitioner again. However, the petitioner was absent on this date also. He seems to be not interested in pursuing the matter. The matter could not be proceeded with in the absence of the petitioner. Accordingly, the ID is closed.

The reference is answered against the petitioner.

(Dictated to the P.A., transcribed and typed by him, corrected and pronounced by me in the open court on this day the 22<sup>nd</sup> May, 2014)

K. P. PRASANNA KUMARI, Presiding Officer

**Witnesses Examined:**For the 1<sup>st</sup> Party/Petitioner : NoneFor the 2<sup>nd</sup> Party/Management : None**Documents Marked:****On the petitioner's side**

| Ex.No. | Date | Description |
|--------|------|-------------|
|        | Nil  |             |

**On the Respondent's side**

| Ex.No. | Date | Description |
|--------|------|-------------|
|        | Nil  |             |

नई दिल्ली, 20 जून, 2014

**का.आ. 1801.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार एफ. सी. आई. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 1, धनबाद के पंचाट (संदर्भ संख्या 01/2010) को प्रकाशित करती है जो केन्द्रीय सरकार को 20/06/2014 को प्राप्त हुआ था।

[ सं. एल-22011/39/2009-आईआर (सीएम-II) ]

बी. एम. पटनायक, डेस्क अधिकारी

New Delhi, the 20th June, 2014

**S.O. 1801.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 01/2010) of the Cent. Govt. Indus. Tribunal-cum-Labour Court No. 1, Dhanbad as shown in the Annexure, in the industrial dispute between the management of Food Corporation of India, and their workmen, received by the Central Government on 20/06/2014.

[No. L-22011/39/2009-IR (CM-II)]

B. M. PATNAIK, Desk Officer

**ANNEXURE**

**BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL (NO.1), DHANBAD.**

IN THE MATTER OF A REFERENCE U/S 10(1) (D) (2A)  
OF I.D. ACT, 1947

**Ref. No. 01 of 2010**

Employers in relation to the management of Food Corporation of India, Dhanbad Depot

AND

Their workmen

**Present :**

Sri RANJAN KUMAR SARAN, Presiding Officer

**Appearances :**

For the Employers. : None

For the workman. : Sri R. R. Ram, Rep.

State : Jharkhand Industry: Food

Dated. 12/5 /2014

**AWARD**

By Order No. L-22011/39/2009-IR (CM-II), dated 16/12/2009, the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following disputes for adjudication to this Tribunal:

**SCHEDULE**

“Whether the action of the management of Food Corporation of India, Dhanbad Depot, Dhanbad in alleged Superannuating Sri Birju Yadav, Sirdar prematurely is fair and justified? To what relief is the workman concerned entitled?”

2. The case is received from the Ministry of Labour on 05.01.2010. After receipt of reference, The Sponsoring Union/workman files their written statement on 07.01.2010. The management files their written statement-cum-rejoinder on 07.10.2010. And thereafter the Sponsoring Union files their rejoinder & document and examined himself as witness.

3. The short point involved in the case is that whether the retirement of the concerned workman in 2009 is premature or real.

4. The workman files documents marked as W-1, it is School leaving certificate and W-2 Series, is C.P.F. contribution statement of 2002-2003, 2004-2005, and 2005-2006. As per cross-examination of WW-1 the workman appointed in FCI on 24.10.1984

5. Management also files their documents marked as M-1 Series, In which management files proforma of Bio-Data, Nomination form of C.P.F., photo copy of PAN Card, LTC form of many blocks which is filled by the workman concerned and signed at that point of time, where he availed LTC with family, in which the date of Birth is mentioned 11.04.1949. He also files CPF statement for the block of 2004-2005, 2005-2006, and 2006-2007.

6. Both parties have filed CPF statement. Statement of the workman's shows that the date of birth of workman is 11.04.1959 and retirement date 30.04.2019, but same document and same block of the statement filed by the management it shows that the date of birth of the workman is 11.04.1949 and retirement date 30.04.2009, Management's

document is Attested by the manager (IR), but workman's statement is not authenticated, but stamped.

7. Workman files Ext. W-1, which is School leaving certificate but at the time of cross-examination he has not stated the names of the headmaster, and class teacher.

8. At the time of pendency of the case, the workman concerned died and Ashok Kumar son of the deceased workman is substituted, After death of the workman, Sri Ashok kumar files three affidavit, namely (1) Smt. Parwati Devi, (2.) Satyendra Kumar and himself in which age of Sri Satyendra Kumar is 20 and 23 of Sri Ashok Kumar which is tally With LTC form availed by the workman (Ext. M-I Series) Where his age is tally, there also the Date of Birth of the workman was 1949, the same was signed by the concerned workman. Some of the documents filed by the workman appears to be interpolated.

9. On the other hand most authentic document filed and marked in M-I Series i.e Photo copy of PAN Card, in which the date of birth is mentioned as 11.04.1949. it is also signed by the concerned workman, is accepted.

10. Belated claim of reduced Date of Birth is not acceptable either by the authority or by Court.

11. Considering the facts and circumstance of the case, I hold that the action of the management of Food Corporation of India, Dhanbad Depot, Dhanbad in Superannuating Sri Birju Yadav, Sirdar is fair, Accordingly the retirement of workman by the management is proper, Hence he is not entitled to get any relief.

This is my award

R. K. SARAN, Presiding Officer

नई दिल्ली, 20 जून, 2014

**का.आ. 1802.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार एफ. सी. आई. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, भुवनेश्वर के पंचाट (संदर्भ संख्या 38/2013) को प्रकाशित करती है जो केन्द्रीय सरकार को 20/06/2014 को प्राप्त हुआ था।

[सं. एल-22011/05/2013-आईआर (सीएम-II)]

बी. एम. पटनायक, डेस्क अधिकारी

New Delhi, the 20th June, 2014

**S.O. 1802.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 38/2013) of the Cent. Govt. Indus. Tribunal-cum-Labour Court, Bhubaneswar as shown in the Annexure, in the industrial dispute between the management of Food

Corporation of India, and their workmen, received by the Central Government on 20/06/2014.

[No. L-22011/05/2013-IR (CM-II)]

B. M. PATNAIK, Desk Officer

#### ANNEXURE

#### CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL- CUM-LABOUR COURT BHUBANESWAR

##### Present :

Shri J. Srivastava,  
Presiding Officer, C.G.I.T.-cum-Labour  
Court, Bhubaneswar.

INDUSTRIAL DISPUTE CASE NO. 38/2013

Date of Passing Order – 19<sup>th</sup> December, 2013

##### Between :

The District Manager,  
Food Corporation of India,  
At./Po. Shakti Nagar,  
New Delhi – 110 007.

The Asst. Manager,  
Food Corporation of India,  
At./Po. Shakti Nagar,  
New Delhi – 110 007.

The Branch Depot Manager,  
Food Corporation of India,  
At./Po. Shakti Nagar,  
New Delhi – 110 009

...1<sup>st</sup> Party Managements

And

Sh. Sanatan Das,  
S/o. Kunja Das,  
At. Kalyanpur, Po. Kalyanpur,  
Bhubaneswar, Dist. Puri

...2<sup>nd</sup> Party-Workman

##### Appearances :

None : For the 1<sup>st</sup> Party-Managements.

None : For the 2<sup>nd</sup> Party-Workman.

#### ORDER

Case taken up. Parties are absent. No statement of claim has been filed despite sending notices one by ordinary post on 16.7.2013 and the other by regd. post on 31.10.2013. The reference was received in this Tribunal on 5.6.2013. Today is the fifth date fixed in the case. The 2<sup>nd</sup> Party-workman has neither appeared on any date nor filed any statement of claim. Hence it seems that he has either settled his dispute with the 1<sup>st</sup> Party-Managements amicably out of the court or he is not interested to pursue the case. Hence a no-dispute award is to be passed as the

case cannot be kept pending for long. Accordingly a no-dispute award is passed.

2. The reference is answered in the above terms.

Dictated & Corrected by me.

J. SRIVASTAVA, Presiding Officer

नई दिल्ली, 20 जून, 2014

**का.आ. 1803.**—औद्योगिक विवाद अधिनियम, 1947 ( 1947 का 14 ) की धारा 17 के अनुसरण में केन्द्रीय सरकार एफ. सी. आई. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, लखनऊ के पंचाट (संदर्भ संख्या 12/ 2012) को प्रकाशित करती है जो केन्द्रीय सरकार को 20/06/2014 को प्राप्त हुआ था।

[ सं. एल-22011/05/2011-आईआर ( सीएम-II ) ]

बी. एम. पटनायक, डेस्क अधिकारी

New Delhi, the 20th June, 2014

**S.O. 1803.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 38/ 2012) of the Cent. Govt. Indus. Tribunal-cum-Labour Court, Lucknow as shown in the Annexure, in the industrial dispute between the management of Food Corporation of India, and their workmen, received by the Central Government on 20/06/2014.

[No. L-22011/05/2011-IR (CM-II)]

B. M. PATNAIK, Desk Officer

#### ANNEXURE

#### CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT LUCKNOW

##### Present :

Dr. MANJU NIGAM, Presiding Officer

**I. D. No. 12/2012**

Ref. No. L-22011/5/2011-IR(CM-II) dated: 23.12.2011

##### Between

Shri Ganshyam, Ex Manager (FCI)  
House No. 554/93, D, Post Barha Kalashpuri  
Near, Vidhayak Nivas, Alambag  
Lucknow.

##### And

1. The Chief Manager  
Food Corporation of India  
TC/3V, Vibhuti Khand, Gomti Nagar (U.P.)  
Lucknow.

2. The Executive Director  
Food Corporation of India Zonal Office  
A-2A, 2B, Sector, 24  
Noida (U.P.)

### AWARD

1. By order No. L-22011/5/2011-IR(CM-II) dated: 23.12.2011 the Central Government in the Ministry of Labour, New Delhi in exercise of powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) referred this industrial dispute between Shri Ganshyam, Ex Manager (FCI), House No. 554/93, D, Post Barha Kalashpuri, Near, Vidhayak Nivas, Alambag, Lucknow and the Chief Manager, Food Corporation of India, TC/3V, Vibhuti Khand, Gomti Nagar (U.P.), Lucknow. & the Executive Director, Food Corporation of India Zonal Office, A-2A, 2B, Sector, 24, Noida (U.P.) for adjudication to this CGIT-cum-Labour Court, Lucknow.

2. The reference under adjudication is:

“WHETHER THE ACTION OF THE MANAGEMENT OF FCI, LUCKNOW IN DECLINING THE STEPPING OF PAY OF SHRI GHANSHYAM AT PAR WITH HIS JUNIORS IS FAIR AND JUSTIFIED? TO WHAT RELIEF THE CLAIMANT IS ENTITLED TO?”

3. The case of the workman, in brief, is that the workman, Ghanshyam, has been working as Manager (D) with the opposite party when he claim for parity in pay with one of his junior viz. Shri Swami Nath Sharma who was stepped up in parity with another junior to the workman viz. Shri Ramdhari Singh. The management of FCI turned down his request stating that his pay cannot be stepped up at par with Swami Nath; since the workman's date of joining was 24.05.72; whereas the date of joining of Swami Nath was 03.05.72, therefore, Swami Nath was senior to the workman. It is alleged by the workman that the seniority is not counted from the date of joining rather is taken from the date of seniority number. It is submitted that the Zonal Office (N) seniority list speaks that the official who joined in June, 1972 are senior from those, who has joined in April, 1972 and May, 1972. It is further stated by the workman that the management while rejecting his request for parity with Swami Nath, advised the workman that he may apply afresh with another suitable junior. It has been submitted by the workman that he again represented for stepping at par with Shri Ramdhari Singh; but again the management rejected his requested stating that his pay cannot be stepped up either with Swami Nath Sharma or any of the his juniors who have got their pay stepped up with Swami Nath Sharma. It has been alleged by the workman that the action of the management in declining the step up benefits at par to his juniors is against the principle of Equity, therefore, has prayed that the same be declared illegal and unjustified and he may be

held entitled for stepping up of his pay w.e.f. 26.12.88 at par with his juniors along with consequential benefits.

4. The management of the FCI has denied the claim of the workman by filing its written statement wherein it has been submitted that the claim of the workman for stepping up of the pay at par with Swami Nath could not be considered since he was senior to the workman by the date of joining. The management has further submitted that his pay could not step up at par with Ramdhari Singh because Ramdhari Singh was not found suitable junior to the workman. It is further submitted by the management that the stepping up of the pay of the workman could not be done due directions of Head Quarters vide dated 15.04.2002; wherein it was provided that stepping up could be done in respect of those only who joined the FCI between 03.05.72 and 29.09.76. Accordingly, the management has prayed that the claim of the workman be rejected being devoid of merit.

5. The workman has filed its rejoinder wherein he has stated that the submissions of the management that stepping up of Ramdhari Singh was done before receipt of Head Quarter instructions dated 15.04.2002 is against the principle of equity. It is also submitted by the workman that Swami Nath Sharma joined in West Zone on 03.05.72 as AG-III and joined North Zone on 29.09.76 on his own request transfer, thereby losing his seniority, hence, he should not have been treated senior to him.

6. The parties have filed photocopies of various documents in support of their respective claim including communications and seniority lists. The workman has examined himself; whereas the management examined Shri Ranvir Bahadur, Manager, WRC in support of their stands. Parties availed opportunity to cross-examine the witnesses of each other apart from forwarding oral arguments.

7. Heard workman and the authorized representative of the management and perused entire evidence on record.

8. The workman has contended that Shri Swami Nath Sharma who is junior to him is getting more pay and the management of FCI has turned down his request, stating that Swami Nath Sharma is senior to him as he joined the FCI on 03.05.72 whereas the workman joined the FCI on 24.05.72. The workman has also argued that he again claim parity with one Shri Ramdhari Singh who joined FCI on 29.05.72 and was stepped up at par with Shri Swami Nath. Then the management of FCI declined to step him at par with juniors stating that stepping up cannot be done in pursuance of the directions of the Head Quarter vide letter dated 15.04.2002. It is contended by the workman that the management of FCI stepped up as many as five employees viz. Shri, Syyed Ali, Mukesh Kumar, Jeevan Kumar and K. B. Mishra. However, the restriction had been put by the Head Quarter vide its letter dated 15.04.2002, which



mentioned that stepping up shall not be allowed at par with Shri Swami Nath Sharma to those officials who joined FCI between 03.05.72 to 29.09.76. In this regard the workman has submitted that had the management treated his matter in time his stepping up could have been done much before issuance of instructions dated 15.04.2002.

9. In rebuttal, the management's representative has argued that Shri Swami Nath was senior to the workman by the date of joining, as Shri Swami Nath joined FCI on 03.05.72 and the workman on 24.05.72. He has further argued that the workman could not be stepped up at par with Shri Ramdhari Singh because of the restriction put by the Head Quarter vide its letter dated 15.04.2002.

10. I have given my thoughtful consideration to the rival contentions of the parties and perused the evidence available on file in light thereof.

11. From pleadings of the workman it comes out that the application of the workman to step up his pay was forwarded vide letter dated 22.11.97. The management denied the stepping up vide letter dated 09/12-06-2006 and was advised to seek stepping with some other suitable junior. Then the workman again applied for stepping up at par with his junior Shri Ramdhari Singh, which too was rejected on the plea that the Head Quarter has put restriction on stepping up any of the official who joined between 03.05.72 to 29.09.76.

12. Admittedly, Shri Swami Nath joined the FCI in West Zone on 03.05.72 and subsequently, he joined North Zone on 29.09.76 on his own request whereas the workman joined FCI in North Zone on 24.05.72. The workman in his evidence has stated that he is claiming parity with Swami Nath Sharma and none the other junior. The management has treated Swami Nath Sharma senior taking his initial date of joining in FCI; but has ignored this fact that when he got transferred to North Zone on his own request then he should have lost his seniority and should have treated as the junior most official in the North Zone in his category.

From perusal of the pleadings of the workman it is evident that the management of FCI granted parity with Shri Swami Nath to other workmen who joined on the dates much after the workman, as under:

| S. No. | Name & Desig.                | Zonal Seniority as on | Dt. of Joining in F.C.I. |
|--------|------------------------------|-----------------------|--------------------------|
| 1.     | Shri Sayyed Ali, AG-II (D)   | 1688 dtd. 31.12.2001  | 20.06.72                 |
| 2.     | Shri Mukesh Kumar, AG-II (D) | 1670 dt. 31.12.2001   | 24.05.72                 |
| 3.     | Shri Jeevan Kumar, AG-II (D) | 1967 dtd. 31.12.2001  | 06.10.72                 |
| 4.     | Shri K.B. Mishra, AG-II (D)  | 1766 dtd. 31.12.2001  | 09.10.72                 |

Also, from pleading of the workman it is clear that when the management rejected his request for stepping up at par Shri Swami Nath Sharma, he requested for his stepping up at par with Shri R.D. Singh who have been stepped up at par with Shri Swami Nath; but the management denied the stepping up stating that there is restriction put by the Head Quarter vide their instructions dated 15.04.2002. From perusal of above details, it is very much clear that all the officials, joined the FCI much after the workman; but they have been granted stepping up at par with Shri Swami Nath. No justification has been forwarded by the management on this point that under what circumstances the workmen who joined much after the workman have been granted stepping up at par which Swami Nath Sharma; whereas the workman has been spared taking excuse of instruction issued by the Head Quarter vide dated 15.04.2002.

13. It is also not the case of the FCI that there is common seniority in all the zones of FCI nor they have come up with the case that when an official is transferred from one zone to another on his own request, his seniority is going to be protected. Hence, the management of the FCI utterly failed to provide any justification for the fact that as to why Shri Swami Nath Sharma was treated senior to the workman who joined North Zone on 29.09.76 whereas the workman joined North Zone on 24.05.72 or as to how the seniority of Shri Swami Nath Sharma was reckoned on the basis of his initial joining in FCI, ignoring this fact that he sought inter zone transfer on his own request.

The management of FCI again could not justify their action in stepping up the other four workmen, who joined FCI later than the workman and also fell within the ambit of the letter dated 15.04.2002.

14. Hence, in view of the facts and circumstances of the case, I am of the opinion that the action of the management in not stepping up the pay of the workman at par with his juniors was neither fair nor justified. Accordingly, I come to the conclusion that the workman, Ghanshyam is entitled for stepping of pay at par with his juniors viz. Shri Swami Nath Sharma. He shall also be entitled for consequential benefits within six weeks from the date of publication of this award in the gazette, failing which he shall also be entitled for simple interest @ 6% per annum on arrears. The reference is answered accordingly.

15. Award as above.

LUCKNOW

26<sup>th</sup> May, 2014.

Dr. MANJU NIGAM, Presiding Officer

नई दिल्ली, 20 जून, 2014

**का.आ. 1804.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार वेस्टर्न

कोलफील्ड्स लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नागपुर के पंचाट (संदर्भ संख्या 24/2012) को प्रकाशित करती है जो केन्द्रीय सरकार को 20/06/2014 को प्राप्त हुआ था।

[सं. एल-22012/172/2012-आईआर (सीएम-II)]

बी. एम. पटनायक, डेस्क अधिकारी

New Delhi, the 20th June, 2014

**S.O. 1804.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 24/2012) of the Cent. Govt. Indus. Tribunal-cum-Labour Court, Nagpur as shown in the Annexure, in the industrial dispute between the management of Hindustan Lalpeth U/G Mines, Mana Incline, and their workmen, received by the Central Government on 20/06/2014.

[No. L-22012/172/2012-IR (CM-II)]

B. M. PATNAIK, Desk Officer

#### ANNEXURE

**BEFORE SHRI J.P.CHAND, PRESIDING OFFICER,  
CGIT-CUM-LABOUR COURT, NAGPUR**

**Case No. CGIT/NGP/24/2012**

Date: 22.05.2014.

**Party No.1:** The Sub Area Manager,  
Hindustan Lalpeth U/G Mines, Mana  
Incline,  
Post Lalpeth,  
Distt. Chandrapur (M.S.)

#### Versus

**Party No.2:** The Joint General Secretary,  
Rashtria Colliery Mazdoor Congress,  
Vaidhya Nagar, C/o. Shri C.R. Tembhare,  
Near Ayyapa Mandir, Tukum Ward No.2,  
Dist. Chandrapur (M.S.)

#### AWARD

(Dated: 22<sup>nd</sup> May, 2014)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government has referred the industrial dispute between the employers, in relation to the management of Hindustan Lalpeth U/G Mines, Mana Incline and the applicant, Shri Srinivas, dependent son of Shri Rajanna Odal Cherkutwar for adjudication, as per letter No.L-22012/172/2012-IR (CM-II) dated 19.11.2012, with the following schedule:-

"Whether the action of the management of Hindustan Lalpeth U/G Sub Area of Chandrapur area

of Western Coalfields Limited in denying employment to Shri Srinivas Rajanna Cherkutwar, the dependant son of Shri Rajanna Odal Cherkutwar, Production-cum-Safety Assistant, Mana Incline, who has already put in 35 years service, which is contrary to the provisions of para 9.4.4 of NCWA is legal & justified? To what relief the workman is entitled to?"

2. On receipt of the reference, the parties were noticed to file their respective statement of claim and written statement, by registered post with acknowledge due.

The party No.1 appeared through their advocates on 21.01.2013.

One Shri R.S. Dubey appeared in the case on behalf of the union claiming himself as the Joint General Secretary of the union on 29.04.2013 and filed an application for time to file statement of claim, so, the reference was adjourned to 01.07.2013 for filing of statement of claim. Thereafter, the case was adjourned six times for filing of statement of claim by the petitioner. On 22.04.2014 a last chance was given to the petitioner to file the statement of claim and the case was adjourned to 22.05.2014 for filing of the statement of claim. However, on 22.05.2014, neither the petitioner appeared nor filed any statement of claim. So, the reference was closed, holding that the petitioner was not interested to proceed with the reference and the reference was fixed for award.

3. It is well settled that whenever a party challenges the legality of an order, the burden lies upon him to prove the illegality of the order and it is imperative for him to file written statement before the Industrial Court setting out grounds on which the order is challenged and he must also produce evidence to prove his case. If the party fails to appear or file written statement or produce evidence, the dispute referred by the Government cannot be answered in favour of the said party and the party would not be entitled to any relief.

Judging the present case with the touch stone of the settled principles as mentioned above, it is found that the petitioner has neither appeared nor filed any statement of claim and as such, he is not entitled to any relief. Hence, it is ordered:-

#### ORDER

The reference is answered in the negative and against the petitioner. The petitioner is not entitled to any relief.

J. P. CHAND, Presiding Officer

नई दिल्ली, 20 जून, 2014

**का.आ. 1805.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार वेस्टर्न



कोलफील्ड्स लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नागपुर के पंचाट (संदर्भ संख्या 32/2012) को प्रकाशित करती है जो केन्द्रीय सरकार को 20/06/2014 को प्राप्त हुआ था।

[ सं. एल-22012/225/2012-आईआर (सीएम-II) ]

बी. एम. पटनायक, डेस्क अधिकारी

New Delhi, the 20th June, 2014

**S.O. 1805.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 32/2012) of the Cent. Govt. Indus. Tribunal-cum-Labour Court, Nagpur as shown in the Annexure, in the industrial dispute between the management of Hindustan Lalpeth U/G Mines, Mana Incline, and their workmen, received by the Central Government on 20/06/2014.

[No. L-22012/225/2012-IR (CM-II)]

B. M. PATNAIK, Desk Officer

#### ANNEXURE

**BEFORE SHRI J.P.CHAND, PRESIDING OFFICER,  
CGIT-CUM-LABOUR COURT, NAGPUR**

**Case No.CGIT/NGP/32/2012**

Date: 22.05.2014.

**Party No.1:** The Sub Area Manager,  
Hindustan Lalpeth Colliery No.1,  
Chandrapur Area of WCL,  
Post Lalpeth,  
Distt. Chandrapur (M.S.)

**Versus**

**Party No.2:** The General Secretary,  
Rashtria Colliery Mazdoor Congress,  
C/o Shri C.R.Terbhure,Near Ayyapa Mandir  
Tumuk, Ward No.2  
Dist. Chandrapur (M.S.)

#### AWARD

(Dated : 22nd May, 2014)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government has referred the industrial dispute between the employers, in relation to the management of Hindustan Lalpeth Colliery No.1 and the applicant, Shri Srinivas, the dependant son of Shri Sailu Narasiayya, for adjudication, as per letter No.L-22012/225/2012-IR (CM-II) dated 16.01.2013, with the following schedule:-

"Whether the action of the management of Hindustan Lalpeth Colliery No.1 of Chandrapur Area of Western Coalfields Limited in denying employment to Shri Srinivas Sailu Arutala, the dependant son of Shri Sailu Narasiayya, Ex-clerk of H.L.C. No.1, WCL who has already put in 35 years service and retired on 30.04.2006, which is contrary to the provisions of para 9.4.4 of NCWA is legal & justified? If not, to what relief is the workman entitled to?"

2. On receipt of the reference, the parties were noticed to file their respective statement of claim and written statement, by registered post with acknowledge due.

The party No.1 appeared through their advocates on 25.03.2013.

One Shri R.S. Dubey appeared in the case on behalf of the union claiming himself as the Joint General Secretary of the union on 30.04.2013 and filed an application for time to file statement of claim, so, the reference was adjourned to 01.07.2013 for filing of statement of claim. Thereafter, the case was adjourned six times for filing of statement of claim by the petitioner. On 22.04.2014 a last chance was given to the petitioner to file the statement of claim and the case was adjourned to 22.05.2014 for filing of the statement of claim. However, on 22.05.2014, neither the petitioner appeared nor filed any statement of claim. So, the reference was closed, holding that the petitioner was not interested to proceed with the reference and the reference was fixed for award.

3. It is well settled that whenever a party challenges the legality of an order, the burden lies upon him to prove the illegality of the order and it is imperative for him to file written statement before the Industrial Court setting out grounds on which the order is challenged and he must also produce evidence to prove his case. If the party fails to appear or file written statement or produce evidence, the dispute referred by the Government cannot be answered in favour of the said party and the party would not be entitled to any relief.

Judging the present case with the touch stone of the settled principles as mentioned above, it is found that the petitioner has neither appeared nor filed any statement of claim and as such, he is not entitled to any relief. Hence, it is ordered:-

#### ORDER

The reference is answered in the negative and against the petitioner. The petitioner is not entitled to any relief.

J. P. CHAND, Presiding Officer

नई दिल्ली, 20 जून, 2014

**का.आ. 1806.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार वेस्टर्न

कोलफील्ड्स लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नागपुर के पंचाट (संदर्भ संख्या 36/2012) को प्रकाशित करती है जो केन्द्रीय सरकार को 20/06/2014 को प्राप्त हुआ था।

[सं. एल-22012/222/2012-आईआर (सीएम-II)]

बी. एम. पटनायक, डेस्क अधिकारी

New Delhi, the 20th June, 2014

**S.O. 1806.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 36/2012) of the Cent. Govt. Indus. Tribunal-cum-Labour Court, Nagpur as shown in the Annexure, in the industrial dispute between the management of Hindustan Lalpeth U/G Mines, Mana Incline, and their workmen, received by the Central Government on 20/06/2014.

[No. L-22012/222/2012-IR (CM-II)]

B. M. PATNAIK, Desk Officer

#### ANNEXURE

**BEFORE SHRI J.P.CHAND, PRESIDING OFFICER,  
CGIT-CUM-LABOUR COURT, NAGPUR**

**Case No. CGIT/NGP/36/2012**

Date: 22.05.2014.

**Party No.1:** The Sub Area Manager,  
Bhatadi Open Cast Mine of WCL,  
Distt. Chandrapur (M.S.)

#### Versus

**Party No.2:** The Secretary,  
Rashtria Colliery Mazdoor Congress,  
Through Shri Mallesh Kamtam,  
Lalpeth Colliery No.3, Shrinagar Ward,  
By pass, Kamgar Chowk, Chandrapur,  
Dist. Chandrapur (M.S.)

#### AWARD

(Dated: 22<sup>nd</sup> May, 2014)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government has referred the industrial dispute between the employers, in relation to the management of Bhatadi Open Cast Mine of WCL and the applicant, Shri Chandrakiran, the dependent son of Shri Damodar Tamgade, for adjudication, as per letter No. L-22012/222/2012-IR (CM-II) dated 16.01.2013, with the following schedule:-

"Whether the action of the management of Bhatadi Open Cast Sub Area of Chandrapur Area, Western

Coalfields Limited in denying employment to Shri Chandrakiran Damodar Tamgade, the dependant son of Shri Damodar Tamgade, Ex-clerk of Bhatadi O/C Sub Area of WCL who has been retired from service on 31.12.2008, which is contrary to the provisions of para 9.4.4 of NCWA is legal & justified? If not, to what relief the workman is entitled to?"

2. On receipt of the reference, the parties were noticed to file their respective statement of claim and written statement, by registered post with acknowledge due.

The party No.1 appeared through their advocates on 30.04.2013.

One Shri R.S. Dubey appeared in the case on behalf of the union claiming himself as the Joint General Secretary of the union on 30.04.2013 and filed an application for time to file statement of claim, so, the reference was adjourned to 01.07.2013 for filing of statement of claim. Thereafter, the case was adjourned six time for filing of statement of claim by the petitioner. On 22.04.2014 a last chance was given to the petitioner to file the statement of claim and the case was adjourned to 22.05.2014 for filing of the statement of claim. However, on 22.05.2014, neither the petitioner appeared nor filed any statement of claim. So, the reference was closed, holding that the petitioner was not interested to proceed with the reference and the reference was fixed for award.

It is well settled that whenever a party challenges the legality of an order, the burden lies upon him to prove the illegality of the order and it is imperative for him to file written statement before the Industrial Court setting out grounds on which the order is challenged and he must also produce evidence to prove his case. If the party fails to appear or file written statement or produce evidence, the dispute referred by the Government cannot be answered in favour of the said party and the party would not be entitled to any relief.

Judging the present case with the touch stone of the settled principles as mentioned above, it is found that the petitioner has neither appeared nor filed any statement of claim and as such, he is not entitled to any relief. Hence, it is ordered:-

#### ORDER

The reference is answered in the negative and against the petitioner. The petitioner is not entitled to any relief.

J. P. CHAND, Presiding Officer

नई दिल्ली, 20 जून, 2014

**का.आ. 1807.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार वेस्टर्न

कोलफील्ड्स लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नागपुर के पंचाट (संदर्भ संख्या 34/2012) को प्रकाशित करती है जो केन्द्रीय सरकार को 20/06/2014 को प्राप्त हुआ था।

[ सं. एल-22012/232/2012-आईआर (सीएम-II) ]

बी. एम. पटनायक, डेस्क अधिकारी

New Delhi, the 20th June, 2014

**S.O. 1807.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 34/2012) of the Cent. Govt. Indus. Tribunal-cum-Labour Court, Nagpur as shown in the Annexure, in the industrial dispute between the management of Rayatwari Sub Area of Chandrapur, and their workmen, received by the Central Government on 20/06/2014.

[No. L-22012/232/2012-IR (CM-II)]

B. M. PATNAIK, Desk Officer

#### ANNEXURE

**BEFORE SHRI J.P. CHAND, PRESIDING OFFICER,  
CGIT-CUM-LABOUR COURT, NAGPUR**

**Case No. CGIT/NGP/34/2012**

Date: 22.05.2014.

**Party No.1:** The Sub Area Manager,  
Rayatwari Sub Area of Chandrapur Area,  
Western Coalfields Limited,  
Post Rayatwari,  
Distt. Chandrapur (M.S.)

#### Versus

**Party No.2:** The General Secretary,  
Rashtria Colliery Mazdoor Congress,  
C/o Shri C.R. Terbhre, Near Ayyapa Mandir  
Tumuk, Ward No.2  
Dist. Chandrapur (M.S.)

#### AWARD

(Dated: 04<sup>th</sup> March, 2014)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government has referred the industrial dispute between the employers, in relation to the management of Rayatwari Sub Area of Chandrapur and the applicant, Shri Sumedh, the dependent son of Shri Sitaram Udhav Bhagat for adjudication, as per letter No. L-22012/232/2012-IR (CM-II) dated 16.01.2013, with the following schedule:-

"Whether the action of the management of Rayatwari Sub Area of Chandrapur Area of Western Coalfields Limited in denying employment to Shri Sumedh, the dependant son of Shri Sitaram Uddhav Bhagat of Rayatwari Sub Area of WCL, who has already put in 35 years service and retired on 30.11.2012 in contradiction to the provisions of para 9.4.4 of NCWA is legal & justified? If not, to what relief the workman is entitled to?"

2. On receipt of the reference, the parties were noticed to file their respective statement of claim and written statement, by registered post with acknowledge due.

The party No.1 appeared through their advocates on 30.04.2013.

One Shri R.S. Dubey appeared in the case on behalf of the union claiming himself as the Joint General Secretary of the union on 30.04.2013 and filed an application for time to file statement of claim, so, the reference was adjourned to 01.07.2013 for filing of statement of claim. Thereafter, the case was adjourned six time for filing of statement of claim by the petitioner. On 22.04.2014 a last chance was given to the petitioner to file the statement of claim and the case was adjourned to 22.05.2014 for filing of the statement of claim. However, on 22.05.2014, neither the petitioner appeared nor filed any statement of claim. So, the reference was closed, holding that the petitioner was not interested to proceed with the reference and the reference was fixed for award.

3. It is well settled that whenever a party challenges the legality of an order, the burden lies upon him to prove the illegality of the order and it is imperative for him to file written statement before the Industrial Court setting out grounds on which the order is challenged and he must also produce evidence to prove his case. If the party fails to appear or file written statement or produce evidence, the dispute referred by the Government cannot be answered in favour of the said party and the party would not be entitled to any relief.

Judging the present case with the touch stone of the settled principles as mentioned above, it is found that the petitioner has neither appeared nor filed any statement of claim and as such, he is not entitled to any relief. Hence, it is ordered:-

#### ORDER

The reference is answered in the negative and against the petitioner. The petitioner is not entitled to any relief.

J. P. CHAND, Presiding Officer

नई दिल्ली, 20 जून, 2014

**का.आ. 1808.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार वेस्टर्न

कोलफील्ड्स लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नागपुर के पंचाट (संदर्भ संख्या 33/2012) को प्रकाशित करती है जो केन्द्रीय सरकार को 20/06/2014 को प्राप्त हुआ था।

[सं. एल-22012/223/2012-आईआर (सीएम-II)]

बी. एम. पटनायक, डेस्क अधिकारी

New Delhi, the 20th June, 2014

**S.O. 1808.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 33/2012) of the Cent. Govt. Indus. Tribunal-cum-Labour Court, Nagpur as shown in the Annexure, in the industrial dispute between the management of Durgapur Rayatwari Colliery Chandrapur, and their workmen, received by the Central Government on 20/06/2014.

[No. L-22012/223/2012-IR (CM-II)]

B. M. PATNAIK, Desk Officer

#### ANNEXURE

**BEFORE SHRI J.P.CHAND, PRESIDING OFFICER,  
CGIT-CUM-LABOUR COURT, NAGPUR**

**Case No.CGIT/NGP/33/2012**

Date: 22.05.2014.

**Party No.1 (a) :** The Sub Area Manager,  
Durgapur Rayatwari Colliery of  
Chandrapur  
Distt. Chandrapur (M.S.)

(b) The Sub Area Manager,  
Durgapur Rayatwari Colliery of  
Chandrapur,  
Area of WCL  
Post-Rayatwari  
Distt. Chandrapur (M.S.)

#### Versus

**Party No.2 :** The General Secretary,  
Rashtria Colliery Mazdoor Congress,  
C/o Shri C.R.Terbhre,Near Ayyapa  
Mandir  
Tumuk, Ward No.2  
Dist. Chandrapur (M.S.)

#### AWARD

(Dated: 22<sup>nd</sup> May, 2014)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government has referred the industrial

dispute between the employers, in relation to the management of WCL and the applicant, Shri Sandesh the dependent son of Shri Prakash Goje, Sr. Overman, for adjudication, as per letter No.L-22012/223/2012-IR CM-II) dated 16.01.2013, with the following schedule:-

"Whether the action of the management of Durgapur Rayatwari Colliery of Chandrapur area of Western Coalfields Limited in denying employment to Shri Sandesh Prakash Goje, the dependant son of Shri Prakash Goje, Sr. Overman, WCL who has already put in 35 years service, which is contrary to the provisions of para 9.4.4 of NCWA is legal & justified? If not, to what relief the workman is entitled to?"

2. On receipt of the reference, the parties were noticed to file their respective statement of claim and written statement, by registered post with acknowledge due.

The party No.1 appeared through their advocates on 25.03.2013.

One Shri R.S. Dubey appeared in the case on behalf of the union claiming himself as the Joint General Secretary of the union on 30.04.2013 and filed an application for time to file statement of claim, so, the reference was adjourned to 01.07.2013 for filing of statement of claim. Thereafter, the case was adjourned six times for filing of statement of claim by the petitioner. On 22.04.2014 a last chance was given to the petitioner to file the statement of claim and the case was adjourned to 22.05.2014 for filing of the statement of claim. However, on 22.05.2014, neither the petitioner appeared nor filed any statement of claim. So, the reference was closed, holding that the petitioner was not interested to proceed with the reference and the reference was fixed for award.

3. It is well settled that whenever a party challenges the legality of an order, the burden lies upon him to prove the illegality of the order and it is imperative for him to file written statement before the Industrial Court setting out grounds on which the order is challenged and he must also produce evidence to prove his case. If the party fails to appear or file written statement or produce evidence, the dispute referred by the Government cannot be answered in favour of the said party and the party would not be entitled to any relief.

Judging the present case with the touch stone of the settled principles as mentioned above, it is found that the petitioner has neither appeared nor filed any statement of claim and as such, he is not entitled to any relief. Hence, it is ordered:-

#### ORDER

The reference is answered in the negative and against the petitioner. The petitioner is not entitled to any relief.

J. P. CHAND, Presiding Officer



नई दिल्ली, 20 जून, 2014

**का.आ. 1809.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार वेस्टर्न कोलफील्ड्स लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नागपुर के पंचाट (संदर्भ संख्या 37/2012) को प्रकाशित करती है जो केन्द्रीय सरकार को 20/06/2014 को प्राप्त हुआ था।

[ सं. एल-22012/229/2012-आईआर (सीएम-II) ]

बी. एम. पटनायक, डेस्क अधिकारी

New Delhi, the 20th June, 2014

**S.O. 1809.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 37/2012) of the Cent. Govt. Indus. Tribunal-cum-Labour Court, Nagpur as shown in the Annexure, in the industrial dispute between the management of Chanda Rayatwari Colliery, and their workmen, received by the Central Government on 20/06/2014.

[No. L-22012/229/2012-IR (CM-II)]

B. M. PATNAIK, Desk Officer

#### ANNEXURE

**BEFORE SHRI J.P.CHAND, PRESIDING OFFICER,  
CGIT-CUM-LABOUR COURT, NAGPUR**

**Case No. CGIT/NGP/37/2012**

Date: 22.05.2014.

**Party No.1 (a) :** The Sub Area Manager,  
Chanda Rayatwari Colliery,  
Chandrapur (MS)

(b) The Sub Area Manager,  
Chanda Rayatwari Colliery,  
Rayatwari Sub Area of Chandrapur  
Area,  
Western Coalfields Limited  
Post Rayatwari,  
Distt. Chandrapur (M.S.)

**Versus**

**Party No.2 :** The General Secretary,  
Rashtria Colliery Mazdoor Congress,  
C/o Shri C.R.Terbhre, Near Ayyapa  
Mandir,  
Tumuk, Ward No.2  
Dist. Chandrapur (M.S.)

#### AWARD

(Dated: 22<sup>nd</sup> May, 2014)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of

Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government has referred the industrial dispute between the employers, in relation to the management of Chanda Rayatwari Colliery and the applicant, Shri Rajendranath, the dependent son of Shri Ravindranath Mandal for adjudication, as per letter No. L-22012/229/2012-IR (CM-II) dated 16.01.2013, with the following schedule:-

"Whether the action of the management of Chanda Rayatwari Colliery of Chandrapur Area of Western Coalfields Limited in denying employment to Shri Rajendranath Ravindranath Mandal, the dependant son of Shri Ravindranath Mandal, Sr. Overman of CRC, WCL (who has already put in 35 years service and will be retiring on 31.03.2015), in contradiction to the provisions of para 9.4.4 of NCWA is legal & justified? If not, to what relief the workman is entitled to?"

2. On receipt of the reference, the parties were noticed to file their respective statement of claim and written statement, by registered post with acknowledge due.

The party No.1 appeared through their advocates on 25.03.2013.

One Shri R.S. Dubey appeared in the case on behalf of the union claiming himself as the Joint General Secretary of the union on 30.04.2013 and filed an application for time to file statement of claim, so, the reference was adjourned to 01.07.2013 for filing of statement of claim. Thereafter, the case was adjourned six times for filing of statement of claim by the petitioner. On 22.04.2014 a last chance was given to the petitioner to file the statement of claim and the case was adjourned to 22.05.2014 for filing of the statement of claim. However, on 22.05.2014, neither the petitioner appeared nor filed any statement of claim. So, the reference was closed, holding that the petitioner was not interested to proceed with the reference and the reference was fixed for award.

3. It is well settled that whenever a party challenges the legality of an order, the burden lies upon him to prove the illegality of the order and it is imperative for him to file written statement before the Industrial Court setting out grounds on which the order is challenged and he must also produce evidence to prove his case. If the party fails to appear or file written statement or produce evidence, the dispute referred by the Government cannot be answered in favour of the said party and the party would not be entitled to any relief.

Judging the present case with the touch stone of the settled principles as mentioned above, it is found that the petitioner has neither appeared nor filed any statement of claim and as such, he is not entitled to any relief. Hence, it is ordered:-

**ORDER**

The reference is answered in the negative and against the petitioner. The petitioner is not entitled to any relief.

J. P. CHAND, Presiding Officer

नई दिल्ली, 23 जून, 2014

**का.आ. 1810.**—जबकि मैसर्स इंडियन शूगर एक्जिम कॉरपोरेशन लि. [दिल्ली (दक्षिण) क्षेत्र के अंतर्गत कूट संख्या डीएल/2731 के अंतर्गत, (इसके पश्चात उक्त प्रतिष्ठान के रूप में उल्लिखित) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) इसके पश्चात उक्त अधिनियम के रूप में उल्लिखित) की धारा 17 की उप-धारा (1) के खण्ड (क) के अंतर्गत छूट के लिए आवेदन किया है।

2. और जबकि केन्द्र सरकार के विचार में अंशदान की दरों के संबंध में उक्त प्रतिष्ठान के भविष्य निधि नियम उक्त अधिनियम की धारा 6 में उल्लिखित की तुलना में कर्मचारियों के लिए कम अनुकूल नहीं है और कर्मचारी अन्य भविष्य निधि लाभों का फायदा उठा रहे हैं कुल मिलकर इसी प्रकार के किसी अन्य प्रतिष्ठान में कर्मचारियों के संबंध में उक्त अधिनियम के अंतर्गत अथवा कर्मचारी भविष्य निधि स्कीम, 1952 (इसके पश्चात उक्त स्कीम के रूप में उल्लिखित) के अंतर्गत प्रदान किए जा रहे लाभों की तुलना में कम अनुकूल नहीं है।

3. अतः, अब, केन्द्र सरकार उक्त अधिनियम की धारा 17 की उप-धारा (1) के खण्ड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, इस अधिसूचना के साथ संलग्न शर्तों के अध्याधीन उक्त प्रतिष्ठान को अगली अधिसूचना तक 1.04.1970 से उक्त योजना के सभी उपबंधों के प्रभाव से छूट प्रदान करती है।

[सं. एस-35015/29/2014-एसएस-II]

सुभाष कुमार, अवर सचिव

**अनुबंध**

**कर्मचारी भविष्य निधि योजना, 1952 के उपबंधों से छूट प्रदान करने संबंधी शर्तें।**

1. नियोक्ता समय-समय पर केन्द्रीय सरकार अथवा केन्द्रीय भविष्य निधि आयुक्त, जैसी भी स्थिति हो, द्वारा दिए जाने वाले ऐसे निदेशों के अनुसार भविष्य निधि के प्रबंधन हेतु अपनी अध्यक्षता में एक न्यासी बोर्ड गठित करेगा। भविष्य निधि न्यासी बोर्ड में विहित होगी जो अन्य बातों के साथ-साथ कर्मचारी भविष्य निधि संगठन के प्रति भविष्य निधि में प्राप्तियों और उसमें से भुगतान के उचित

लेखों और उनकी अभिरक्षा में शेष राशि के लिए उत्तरदायी होगा। इस प्रयोजनार्थ, “नियोक्ता” से :-

- (i) किसी प्रतिष्ठान, जो एक कारखाना हो, उसके संबंध में, कारखाने का स्वामी अथवा अधिष्ठाता अभिप्रेत होगा; और
- (ii) किसी अन्य प्रतिष्ठान के संबंध में, वह व्यक्ति, अथवा प्राधिकारी अभिप्रेत होगा, जिसका उस प्रतिष्ठान के कामकाज पर अंतिम नियंत्रण हो।

2. न्यासी बोर्ड हरेक तिमाही में कम से कम एक बार बैठक करेगा और वह केन्द्र सरकार/केन्द्रीय भविष्य निधि आयुक्त (सीपीएफसी) अथवा उसके द्वारा प्राधिकृत किसी अधिकारी द्वारा समय समय पर जारी किए जाने वाले दिशा निर्देशों के अनुसार कार्य करेगा।

3. अधिनियम की धारा 2(च) में यथा परिभाषित सभी कर्मचारी, जो भविष्य निधि के सदस्य बनने के पात्र रहें हैं, यदि प्रतिष्ठान को छूट प्रदान नहीं की होती, उन्हें सदस्यों के रूप में नामांकित किया जाएगा।

4. जहां कोई कर्मचारी जो पहले ही किसी अन्य छूट-प्राप्त प्रतिष्ठान के किसी कर्मचारी भविष्य निधि अथवा भविष्य निधि का सदस्य हो, उसे उसके प्रतिष्ठान में नियोजित किया जाता है, तो नियोक्ता उसे तत्काल निधि के सदस्य के रूप में नामांकित करेगा। नियोक्ता ऐसे कर्मचारी के भविष्य निधि खाते में उसके पहले नियोक्ता से संचय राशियां अंतरित और जमा करवाने की भी व्यवस्था करेगा।

5. नियोक्ता भविष्य निधि को उसके द्वारा और कर्मचारी के द्वारा समय-समय पर अधिनियम के अंतर्गत निर्धारित दर से देय अंशदान को, जिस माह के लिए अंशदान देय हों उसके बाद के माह की 15 तारीख तक न्यासी बोर्ड को अंतरित करेगा। नियोक्ता न्यासी बोर्ड को किन्हीं देयों के भुगतान में किसी विलम्ब के लिए अधिनियम की धारा 7थ के उपबंधों के अनुसार साधारण ब्याज अदा करने का दायी होगा।

6. नियोक्ता भविष्य निधि के प्रशासन के सभी व्यय वहन करेगा और चोरी, डकैती, गबन, दुर्विनियोग अथवा किसी अन्य कारण से भविष्य निधि को हो सकने वाले किसी घाटे की भी भरपाई करेगा।

7. न्यासी बोर्ड द्वारा घोषित ब्याज में किसी कमी को भी नियोक्ता द्वारा पूरा किया जाना होगा और उसे सांविधिक सीमा तक लाना होगा।



8. नियोक्ता जब कभी नियम संशोधित किए जाएं, समुचित प्राधिकारी द्वारा यथा अनुमोदित, निधि के नियमों की एक प्रति अधिसंख्यक कर्मचारियों की भाषा में उनके अनुवाद सहित प्रतिष्ठान के सूचना पट पर प्रदर्शित करेगा।

9. प्रतिष्ठान के भविष्य निधि नियमों के अंतर्गत निर्धारित देय अंशदान की दर, अग्रिम की शर्तें और मात्रा तथा अन्य मामले और सदस्य के मासिक चालू शेष पर संगणित और न्यासी बोर्ड द्वारा घोषित, प्रत्येक सदस्य के खाते में जमा किया गया ब्याज, अधिनियम और उसके अंतर्गत निर्मित योजना में निर्धारित विभिन्न उपबंधों के अंतर्गत केन्द्र सरकार द्वारा घोषित दर से कम नहीं होगा।

10. योजना में कोई संशोधन, जो प्रतिष्ठान के विद्यमान नियमों की तुलना में कर्मचारियों के लिए अधिक लाभदायक हो, उसे न्यास के नियमों में औपचारिक संशोधन के लंबित रहते उन पर स्वतः लागू किया जाएगा।

11. नियोक्ता द्वारा नियमों में कोई भी संशोधन क्षेत्रीय भविष्य निधि आयुक्त के पूर्व अनुमोदन के बिना नहीं किया जाएगा। क्षेत्रीय भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना रुख स्पष्ट करने का वाजिब अवसर देगा।

12. निकासी, अग्रिम और अंतरण के सभी दावे कर्मचारी भविष्य निधि संगठन द्वारा निर्धारित अधिकतम समय सीमा के भीतर, शीघ्रता से निपटाए जाएंगे।

13. न्यासी बोर्ड प्रत्येक कर्मचारी के संबंध में जमा किए गए अंशदान, निकासी और ब्याज दर्शाने के लिए विस्तारित लेखों का रख-रखाव करेगा। ऐसे अभिलेखों का रख-रखाव अधिमानतः इलैक्ट्रॉनिक रूप से रखा जाएगा। प्रतिष्ठान आवधिक रूप से जब कभी केन्द्रीय भविष्य निधि आयुक्त/क्षेत्रीय भविष्य निधि आयुक्त द्वारा निदेश दिया जाए, सदस्यों के लेखों को इलैक्ट्रॉनिक रूप से सम्प्रेषित करेंगे।

14. न्यासी बोर्ड वर्ष में एक बार वित्तीय/लेखा वर्ष के समाप्त होने के छः माह के भीतर प्रत्येक कर्मचारी को निःशुल्क लेखों का वार्षिक विवरण अथवा पासबुक जारी करेगा। जब कभी सदस्य चाहें, अतिरिक्त प्रिंटआउट नाममात्र के प्रभार के साथ उपलब्ध कराए जा सकते हैं। पासबुक के मामले में वह कर्मचारी के पास रहेगी जिसे प्रस्तुत किए जाने पर न्यासियों द्वारा आवधिक रूप से अद्यतन किया जाएगा।

15. नियोक्ता सभी सदस्यों को उनकी आवश्यकतानुसार कम्प्यूटर टर्मिनलों से अपने खाते में पड़ी शेष राशि को देखने के समर्थ बनाने के लिए आवश्यक प्रावधान करेंगे।

16. न्यासी बोर्ड और नियोक्ता कर्मचारी भविष्य निधि संगठन द्वारा यथा विहित रूप में ये विवरणियां विनिर्दिष्ट समय सीमा के भीतर मासिक/वार्षिक रूप से दायर करेंगे, जिसे न करने पर इसे चूक माना जाएगा तथा न्यासी बोर्ड और नियोक्ता संयुक्त रूप से और अलग-अलग, कर्मचारी भविष्य निधि संगठन द्वारा की जाने वाली उपयुक्त दाण्डिक कार्रवाई के भागी होंगे।

17. न्यासी बोर्ड समय-समय पर सरकार के निर्देशों के अनुसार भविष्य निधि के पैसे का निवेश करेगा। सरकार के निर्देशों के अनुसार निवेश करने में असफल होने पर न्यासी बोर्ड अलग-अलग और संयुक्त रूप से केन्द्रीय भविष्य निधि आयुक्त या उसके प्रतिनिधि द्वारा यथा अधिरोपित अधिशुल्क का भागी बन जाएगा।

18. (क) प्रतिभूतियां न्यास के नाम से प्राप्त की जाएंगी। इस प्रकार प्राप्त की गई प्रतिभूतियां अभौतिक (डीमेट) रूप में होनी चाहिए तथा न्यास के कार्यचालित रहने वाले क्षेत्रों में अपेक्षित सुविधा के उपलब्ध न होने की स्थिति में न्यासी बोर्ड संबंधित क्षेत्रीय भविष्य निधि आयुक्त को इसकी सूचना देंगे।

(ख) न्यासी बोर्ड लिपि-वार रजिस्टर बनाएगा तथा ब्याज की समय पर उगाही सुनिश्चित करेगा।

(ग) डीमेट खाता इस संबंध में केन्द्रीय सरकार द्वारा जारी अनुदेशों के अनुसार भारतीय रिजर्व बैंक और केन्द्रीय सरकार द्वारा अनुमोदित निक्षेपागार प्रतिभागियों के माध्यम से खोला जाए।

(घ) डीमेट खाते का खर्च न्यास द्वारा किए जाने वाले निवेश का प्रासंगिक व्यय माना जाए। प्रतिभूतियों आदि की खरीद की दलाली जैसे निवेशों के सभी प्रकार के खर्चों को भी न्यास द्वारा किए जाने वाले निवेश का प्रासंगिक व्यय माना जाएगा।

19. प्रतिभूतियों और बाण्डों की खरीद जैसे ऐसे सभी निवेश भारतीय रिजर्व बैंक और केन्द्रीय सरकार द्वारा अनुमोदित निक्षेपागार प्रतिभागियों की सुरक्षा अभिरक्षा में दर्ज किए जाएं, जो इसके संरक्षक होंगे। स्थापना की बंदी या परिसमापन या कर्मचारी भविष्य निधि, 1952 से छूट पर यह संरक्षक, न्यास के नाम पर प्राप्त तथा अपने जमा में पड़े निवेश को संबंधित क्षेत्रीय भविष्य निधि आयुक्त के, इस आशय के, अनुरोध पर संबंधित क्षेत्रीय भविष्य निधि आयुक्त को सीधे अंतरित करेगा।

20. स्थापना संबंधित क्षेत्रीय भविष्य निधि आयुक्त को उन निक्षेपागार प्रतिभागियों (भारतीय रिजर्व बैंक और केन्द्रीय सरकार द्वारा अनुमोदित) के विवरण से सूचित करेगी, जिनके पास तथा जिनकी सुरक्षा अभिरक्षा में न्यास के नाम पर किए गए निवेश अर्थात्

प्रतिभूतियों, बाण्डों आदि में किए गए निवेश दर्ज किए गए हैं। तथापि, न्यासी बोर्ड उस धनराशि की उगाही कर सकता है, जो दावों के निपटान, नियमानुसार अग्रिमों की मंजूरी और नियोक्ता की सेवा छोड़ने की स्थिति में सदस्य के भविष्य निधि संचयन के अंतरण और प्रतिभूतियों की बिक्री द्वारा अन्य किसी प्राप्तियों अथवा क्षेत्रीय भविष्य निधि आयुक्त के पूर्व अनुमोदन के शर्ताधीन निधि के नाम में पड़े अन्य निवेशों जैसे बाध्यकारी व्ययों को पूरा करने के लिए अपेक्षित हों।

21. न्यास द्वारा किए गए निवेशों के लिए किसी वित्तीय या अन्य संस्थाओं द्वारा दिए जाने वाले किसी कमीशन, प्रोत्साहन, बोनस या अन्य आर्थिक लाभ इसके खाते में डाले जाएं।

22. नियोक्ता और न्यासी बोर्ड के सदस्य शर्तों का पालन करने की सहमति देते हुए लिखित वचन देंगे तथा यह वैधिक रूप से नियोक्ता और न्यासी बोर्ड के उत्तराधिकारियों और समनुदेशितों पर उनके साथ-साथ बाध्यकारी होगा।

23. नियोक्ता और न्यासी बोर्ड छूट के रह जाने की स्थिति में संबंधित क्षेत्रीय भविष्य निधि आयुक्त द्वारा विहित समय सीमा के भीतर तत्काल निधियों का अंतरण करने का वचन भी देगा। यह उन पर कानूनी रूप से बाध्यकारी होगा तथा उन्हें निधियों के अंतरण में कोई विलंब होने की स्थिति में अभियोजन का भागी बनाएगा।

24. (क) न्यासी बोर्ड द्वारा अनुरक्षित भविष्य निधि खाता किसी योग्य स्वतंत्र चार्टर्ड लेखाकार द्वारा वार्षिक रूप से लेखा-परीक्षा करने के शर्ताधीन होगा। जहां भी आवश्यक समझा जाए, वहां कर्मचारी भविष्य निधि संगठन को अधिकार होगा कि यह किसी अन्य योग्य लेखा-परीक्षक द्वारा खातों की लेखा-परीक्षा कराए तथा इस प्रकार हुए खर्च नियोक्ता द्वारा वहन किए जाएंगे।

(ख) लेखा-परीक्षकों द्वारा वित्तीय वर्ष अर्थात् 1 अप्रैल से 31 मार्च तक की समाप्ति के बाद छह महीने के भीतर लेखा-परीक्षित तुलन-पत्र सहित लेखा-परीक्षक की रिपोर्ट की प्रति सीधे इस कार्यालय में प्रस्तुत की जाए। तुलन-पत्र का प्रारूप और इस रिपोर्ट में प्रस्तुत की जाने वाली जानकारी कर्मचारी भविष्य निधि संगठन द्वारा निर्धारित की जाएगी तथा संबंधित क्षेत्रीय भविष्य निधि आयुक्त के कार्यालय में इलैक्ट्रॉनिक प्रारूप के साथ हस्ताक्षरित प्रतिलिपि में उपलब्ध कराई जाएगी।

(ग) एक ही लेखा-परीक्षकों को लगातार दो वर्ष के लिए तथा अगले वित्तीय वर्ष के पहले दिन से मिली छूट से अधिक के लिए नियुक्त न किया जाए।

25. लगातार तीन वित्तीय वर्षों तक कोई हानि या पूंजी आधार में कटौती को अगले वित्तीय वर्ष के पहले दिन से मिली छूट प्राप्त होगी।

26. नियोक्ता प्रत्येक माह की समाप्ति से 15 दिन के भीतर निरीक्षण हेतु ऐसी सुविधाओं का प्रावधान करेगा तथा ऐसे निरीक्षण प्रभारों का भुगतान करेगा जो केन्द्रीय सरकार द्वारा अधिनियम की धारा 17 के उप-खण्ड (3) के खण्ड(क) के अंतर्गत समय-समय पर दिए निर्देशों के अनुसार हों।

27. न्यासी बोर्ड या नियोक्त द्वारा छूट देने के लिए शर्तों के किसी उल्लंघन की स्थिति में दी गई छूट संबंधित व्यक्ति को इस संबंध में कारण बताओ नोटिस जारी करने के बाद रद्द कर दी जाएगी।

28. किसी भी धोखे, गबन, गलत निवेश निर्णयों आदि के फलस्वरूप ट्रस्ट को हुए किसी भी नुकसान की स्थिति में नियोक्ता नुकसान पूरा करने का भागी होगा।

29. किसी विलय, अविलय, अभिग्रहण, बिक्री, एकीकरण, सहायक कंपनी का गठन चाहे पूर्णतः स्वामित्व वाली हो या नहीं इत्यादि के फलस्वरूप यदि प्रतिष्ठान की कानूनी स्थिति में कोई भी बदलाव होता है तो दी गई छूट निरस्त होगी एवं प्रतिष्ठान को तुरंत नई छूट देने के लिए मामले की रिपोर्ट करनी चाहिए।

30. एक ही भविष्य निधि ट्रस्ट में एक से अधिक इकाई/प्रतिष्ठानों के भाग लेने की स्थिति में भाग लेने वाली इकाईयों के किसी भी ट्रस्टी/नियोक्ता द्वारा कोई भी चूक होने पर सभी ट्रस्टी/संयुक्त रूप से एवं अलग से जिम्मेदार/उत्तरदायी होंगे और आरपीएफसी आम भविष्य निधि ट्रस्ट के सभी न्यासियों के विरुद्ध उपयुक्त कानूनी कार्यवाई करेगा।

31. केन्द्र सरकार प्रतिष्ठान की छूट की निरंतरता के लिए शर्तों को बढ़ा सकती है और जब भी इनको संप्रेषित किया जाएगा ये प्रतिष्ठान इन अतिरिक्त शर्तों का अनुपालन करने के लिए बाध्य होंगे।

New Delhi, the 23rd June, 2014

**S.O. 1810.**—Whereas M/s. Indian Sugar Exim Corporation Ltd. [under Code No.DL/2731 in Delhi (South) region] (hereinafter referred to as the establishment) has applied for exemption under clause (a) of sub-section (1) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the Act).

2. And whereas in the opinion of the Central Government, the rules of the provident fund of the said

establishment with respect to the rates of contribution are not less favourable to employees therein than those specified in Section 6 of the said Act and the employees are also in enjoyment of other provident fund benefits provided under the said Act or under the Employees' Provident Funds Scheme, 1952 (hereinafter referred to as the Scheme) in relation to the employees in any other establishment of similar character.

3. Now, therefore, in exercise of the powers conferred by clause (a) of sub-section (1) of Section 17 of the said Act and subject to the conditions annexed with this notification, the Central Government, hereby, exempts the said establishment from the operation of all the provisions of the said Scheme with effect from 1-4-1970 until further notification.

[No.S-35015/29/2014-SS-II]

SUBHASH KUMAR, Under Secy.

**CONDITIONS FOR GRANT OF EXEMPTION  
FROM THE PROVISIONS OF EMPLOYEES'  
PROVIDENT FUND SCHEME, 1952**

1. The employer shall establish a Board of Trustees under his Chairmanship for the management of the Provident Fund according to such directions as may be given by the Central Government or the Central Provident Fund Commissioner, as the case may be, from time to time. The provident fund shall vest in the Board of Trustees who will be responsible for and accountable to the Employees' Provident Funds Organisation, inter alia, for proper accounts of the receipts into and payment from the Provident Fund and the balance in their custody. For this purpose, the "employer" shall mean:-

- (i) In relation to an establishment, which is a factory, the owner or occupier of the factory: and
- (ii) In relation to any other establishment, the person who, or the authority, that has the ultimate control over the affairs of the establishment.

2. The Board of Trustees shall meet at least once in every three months and shall function in accordance with the guidelines that may be issued from time to time by the Central Government/Central Provident Fund Commissioner(CPFC) or an officer authorized by hi.

3. All employees' as defined in Section 2(f) of the act, who have been eligible to become members of the Provident Fund' had the establishment not been granted exemption, shall be enrolled as members.

4. Where an employee who is already a member of Employees' Provident fund or a Provident Fund of any other exempted establishment is employed in his establishment, the employer shall immediately enroll him

as a member of the fund. The employer should also arrange to have the accumulations in the Provident Fund account of such employee with his previous employer transferred and credited into his account.

5. The employer shall transfer to the Board of Trustees the contributions payable to the Provident Fund by himself and employees at the rate prescribed under the act from time to time by the 15<sup>th</sup> of each month following the month for which the contributions are payable. The employer shall be liable to pay simple interest in terms of the provisions of Section 7Q of the Act for any delay in payment of any dues towards the Board of Trustees.

6. The employer shall bear all the expenses of the administration of Provident Fund and also make good any other loss that may be caused to the Provident Fund due to theft, burglary, defalcation, misappropriation or any other reason.

7. Any deficiency in the interest declared by the Board of Trustees is to be made good by the employer to bring it up to the statutory limit.

8. The employer shall display on the notice board of the establishment, a copy of the rules of the funds as approved by the appropriate authority and as and when amended thereto along with a translation in the language of the majority of the employees.

9. The rate of contributions payable, the conditions and quantum of advances and other matters laid down under the provident fund rules of the establishment and the interest credited to the account of each member, calculated on the monthly running balance of the member and declared by the Board of Trustees shall not be lower than those declared by the Central government under the various provisions prescribed in the Act and Scheme framed thereunder.

10. Any amendment to the Scheme, which is more beneficial to the employees than the existing rules of the establishment, shall be made applicable to them automatically pending formal amendment of the Rules of the Trust.

11. No amendment in the rules shall be made by the employer without the prior approval of the Regional Provident Fund Commissioner. The Regional Provident Fund Commissioner shall before giving his approval give a reasonable opportunity to the employees to explain their point of view.

12. All claims for withdrawals, advances and transfers should be settled expeditiously, within the maximum time frame prescribed by the Employees' Provident Fund Organisation.

13. The Board of Trustees shall maintain detailed accounts to show the contributions credited withdrawal

and interest in respect of each employee. The maintenance of such records should preferably be done electronically. The establishments should periodically transmit the details of members' accounts electronically as and when directed by the Central Provident Commissioner/Regional Provident Fund Commissioner.

14. The Board of Trustees shall issue an annual statement of accounts or pass books to every employee within six months of the close of financial/accounting year free of cost once in the year. Additional printouts can be made available as and when the members want, subject to nominal charges. In case of passbook, the same shall remain in custody of employee to be updated periodically by the Trustees when presented to them.

15. The employer shall make necessary provisions to enable all the members to be able to see their account balance from the computer terminals as and when required by them.

16. The Board of Trustees and the employer shall file such returns monthly/annually as may be prescribed by the Employees' Provident Fund Organisation within the specified time limit, failing which it will be deemed as a default and the Board of Trustees and employer will jointly and separately be liable for suitable penal action by the Employees' Provident Fund Organisation.

17. The Board of Trustees shall invest the monies of the provident fund as per the directions of the Government from time to time. Failure to make investments as per directions of the Government shall make the Board of Trustees separately and jointly liable to surcharge as may be imposed by the Central Provident Fund Commissioner or his representative.

18. (a) The securities shall be obtained in the name of Trust. The securities so obtained should be in dematerialized (DEMAT) form and in case the required facility is not available in the areas where the trust operates the Board of Trustees shall inform the Regional Provident Fund Commissioner concerned about the same.

(b) The Board of Trustees shall maintain a script wise register and ensure timely realization of interest.

(c) The DEMAT Account should be opened through depository participants approved by Reserve Bank of India and Central Government in accordance with the instructions issued by the Central Government in this regard.

(d) The cost of maintaining DEMAT account should be treated as incidental cost of investment by the Trust. Also all types of cost of investments like brokerage for purchase of securities etc. shall be treated as incidental cost of investment by the Trust.

19. All such investments made like purchase of securities and bonds, should be lodged in the safe custody

of depository participants approved by Reserve Bank of India and Central Government, who shall be the custodian of the same. On closure of establishment or liquidation or cancellation of exemption from EPF Scheme, 1952 such custodian shall transfer the investment obtained in the name of the Trust and standing in its credit to the Regional PF Commissioner concerned directly on receipt of request from the Regional PF Commissioner concerned to that effect.

20. The establishment shall intimate to the Regional P.F. Commissioner concerned the details of depository participants (approved by RBI and Central Government), with whom and in whose safe custody, the investments made in the name of trust, viz., investments made in securities, bonds, etc. have been lodged. However, the Board of Trustees may raise such sum of sums of money as may be required for meeting obligatory expenses such as settlement of claims, grant of advances as per rules and transfer of member's PF accumulations in the event of his/her leaving service of the employer and any other receipts by sale of the securities or other investments standing in the name of the Fund subject to the prior approval of the Regional PF Commissioner.

21. Any commission, incentive, bonus or other pecuniary rewards given by any financial or other institutions for the investments made by the Trust should be credited to its account.

22. The employer and the members of the Board of Trustees, shall furnish a written undertaking agreeing to abide by the conditions and this shall be legally binding on the employer and the Board of Trustees, including their successors and assignees.

23. The employer and the Board of Trustees shall also give an undertaking to transfer the funds promptly within the time limit prescribed by the concerned RPFC in the event of cancellation of relaxation. This shall be legally binding on them and will make them liable for prosecution in the event of any delay in the transfer of funds.

24. (a) The account of the Provident Fund maintained by the Board of Trustees shall be subject to audit by a qualified independent chartered accountant annually. Where considered necessary the EPFO shall have the right to have the accounts re-audited by any other qualified auditor and the expenses so incurred shall be borne by the employer.

(b) A copy of the Auditor's report alongwith the audited balance sheet should be submitted to this office by the Auditors directly within six months after the closing of the financial year from 1<sup>st</sup> April to 31<sup>st</sup> March. The format of the balance sheet and the information to be furnished in the report shall be prescribed by the Employees' Provident fund Organisation and made available with the RPFC office in electronic format as well as a signed hard copy.

(c) The same auditors should not be appointed for two consecutive years and not more than the relaxation withdrawn from the first day of the next succeeding financial year.

25. Any loss for the three consecutive financial years or erosion in the capital base shall have the relaxation withdrawn from the first day of the next succeeding financial year.

26. The employer shall provide for such facilities for inspection and pay such inspection charges as the Central Government may from time to time direct under clause (a) of sub-section (3) of Section 17 of the Act within 15 days from the close of every month.

27. In the event of any violation of the conditions for grant of relaxation, by the employer or the Board of Trustees, the relaxation granted shall be cancelled after issuing a show cause notice in this regard to the concerned persons.

28. In the event of any loss to the trust as a result of any fraud, defalcation, wrong investment decisions etc. the employer shall be liable to make good the loss.

29. In case of any change of legal status of the establishment as a result of merger, de-merger, acquisition, sale, amalgamation, formation of a subsidiary, whether wholly owned or not etc., the relaxation granted shall stand revoked and the establishment should promptly report the matter for grant of fresh relaxation.

30. In case there are more than one unit/ establishment participating in the common Provident Fund Trust, all the trustees shall be jointly and separately liable/ responsible for any default committed by any of the trustees/employer of any of the participating units and the RPFC shall take suitable legal action against all the trustees of the common Provident Fund Trust.

31. The Central Government may lay down further conditions for continuation of exemption of the establishment and the establishment shall be bound to comply with these additional conditions as and when the same are communicated.

नई दिल्ली, 23 जून, 2014

**का.आ. 1811.**—जबकि मैसर्स देलफी ऑटोमेटिक सिस्टम प्रा. लि. [गुडगांव क्षेत्र के अंतर्गत कोड संख्या एच आर/9476 के अंतर्गत, (इसके पश्चात उक्त प्रतिष्ठान के रूप में उल्लिखित)] ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) इसके पश्चात उक्त अधिनियम के रूप में उल्लिखित) की धारा 17 की उप धारा (1) के खण्ड (क) के अंतर्गत छूट के लिए आवेदन किया है।

2. और जबकि केन्द्र सरकार के विचार में अंशदान की दरों के संबंध में उक्त प्रतिष्ठान के भविष्य निधि नियम उक्त अधिनियम

की धारा 6 में उल्लिखित की तुलना में कर्मचारियों के लिए कम अनुकूल नहीं है और कर्मचारी अन्य भविष्य निधि लाभों का फायदा उठा रहे हैं कुल मिलकर इसी प्रकार के किसी अन्य प्रतिष्ठान में कर्मचारियों के संबंध में उक्त अधिनियम के अंतर्गत अथवा कर्मचारी भविष्य निधि स्कीम, 1952 (इसके पश्चात उक्त स्कीम के रूप में उल्लिखित) के अंतर्गत प्रदान किए जा रहे लाभों की तुलना में कम अनुकूल नहीं है।

3. अतः, अब, केन्द्र सरकार उक्त अधिनियम की धारा 17 की उप धारा (1) के खण्ड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, इस अधिसूचना के साथ संलग्न शर्तों के अध्याधीन उक्त प्रतिष्ठान को अगली अधिसूचना तक 22.09.1997 से उक्त योजना के सभी उपबंधों के प्रभाव से छूट प्रदान करती है।

[सं. एस-35015/33/2014-एसएस-II]

सुभाष कुमार, अवर सचिव

**अनुबंध**

### **कर्मचारी भविष्य निधि योजना, 1952 के उपबंधों से छूट प्रदान करने संबंधी शर्तें**

1. नियोक्ता समय-समय पर केन्द्रीय सरकार अथवा केन्द्रीय भविष्य निधि आयुक्त, जैसी भी स्थिति हो, द्वारा दिए जाने वाले ऐसे निदेशों के अनुसार भविष्य निधि के प्रबंधन हेतु अपनी अध्यक्षता में एक न्यासी बोर्ड गठित करेगा। भविष्य निधि न्यासी बोर्ड में विहित होगी जो अन्य बातों के साथ-साथ कर्मचारी भविष्य निधि संगठन के प्रति भविष्य निधि में प्राप्तियों और उसमें से भुगतान के उचित लेखों और उनकी अभिरक्षा में शेष राशि के लिए उत्तरदायी होगा। इस प्रयोजनार्थ, “नियोक्ता” से:-

(i) किसी प्रतिष्ठान, जो एक कारखाना हो, उसके संबंध में, कारखाने का स्वामी अथवा अधिष्ठाता अभिप्रेत होगा; और

(ii) किसी अन्य प्रतिष्ठान के संबंध में, वह व्यक्ति, अथवा प्राधिकारी अभिप्रेत होगा, जिसका उस प्रतिष्ठान के कामकाज पर अंतिम नियंत्रण हो।

2. न्यासी बोर्ड हरेक तिमाही में कम से कम एक बार बैठक करेगा और वह केन्द्र सरकार/केन्द्रीय भविष्य निधि आयुक्त (सीपीएफसी) अथवा उसके द्वारा प्राधिकृत किसी अधिकारी द्वारा समय समय पर जारी किए जाने वाले दिशा-निर्देशों के अनुसार कार्य करेगा।

3. अधिनियम की धारा 2 (च) में यथा परिभाषित सभी कर्मचारी, जो भविष्य निधि के सदस्य बनने के पात्र रहें हैं, यदि



प्रतिष्ठान को छूट प्रदान नहीं की होती, उन्हें सदस्यों के रूप में नामांकित किया जाएगा।

4. जहां कोई कर्मचारी जो पहले ही किसी अन्य छूट-प्राप्त प्रतिष्ठान के किसी कर्मचारी भविष्य निधि अथवा भविष्य निधि का सदस्य हो, उसे उसके प्रतिष्ठान में नियोजित किया जाता है, तो नियोक्ता उसे तत्काल निधि के सदस्य के रूप में नामांकित करेगा। नियोक्ता ऐसे कर्मचारी के भविष्य निधि खाते में उसके पहले नियोक्ता से संचय राशियां अंतरित और जमा करवाने की भी व्यवस्था करेगा।

5. नियोक्ता भविष्य निधि को उसके द्वारा और कर्मचारी के द्वारा समय-समय पर अधिनियम के अंतर्गत निर्धारित दर से देय अंशदान को, जिस माह के लिए अंशदान देय हों उसके बाद के माह की 15 तारीख तक न्यासी बोर्ड को अंतरित करेगा। नियोक्ता न्यासी बोर्ड को किन्हीं देयों के भुगतान में किसी विलम्ब के लिए अधिनियम की धारा 7थ के उपबंधों के अनुसार साधारण ब्याज अदा करने का दायी होगा।

6. नियोक्ता भविष्य निधि के प्रशासन के सभी व्यय वहन करेगा और चोरी, डकैती, गबन, दुर्विनियोग अथवा किसी अन्य कारण से भविष्य निधि को हो सकने वाले किसी घाटे की भी भरपाई करेगा।

7. न्यासी बोर्ड द्वारा घोषित ब्याज में किसी कमी को भी नियोक्ता द्वारा पूरा किया जाना होगा और उसे सांविधिक सीमा तक लाना होगा।

8. नियोक्ता जब कभी नियम संशोधित किए जाएं, समुचित प्राधिकारी द्वारा यथा अनुमोदित, निधि के नियमों की एक प्रति अधिसंख्यक कर्मचारियों की भाषा में उनके अनुवाद सहित प्रतिष्ठान के सूचना पट पर प्रदर्शित करेगा।

9. प्रतिष्ठान के भविष्य निधि नियमों के अंतर्गत निर्धारित देय अंशदान की दर, अग्रिम की शर्तें और मात्रा तथा अन्य मामले और सदस्य के मासिक चालू शेष पर संगणित और न्यासी बोर्ड द्वारा घोषित, प्रत्येक सदस्य के खाते में जमा किया गया ब्याज, अधिनियम और उसके अंतर्गत निर्मित योजना में निर्धारित विभिन्न उपबंधों के अंतर्गत केन्द्र सरकार द्वारा घोषित दर से कम नहीं होगा।

10. योजना में कोई संशोधन, जो प्रतिष्ठान के विद्यमान नियमों की तुलना में कर्मचारियों के लिए अधिक लाभदायक हो, उसे न्यास के नियमों में औपचारिक संशोधन के लंबित रहते उन पर स्वतः लागू किया जाएगा।

11. नियोक्ता द्वारा नियमों में कोई भी संशोधन क्षेत्रीय भविष्य निधि आयुक्त के पूर्व अनुमोदन के बिना नहीं किया जाएगा। क्षेत्रीय भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना रुख स्पष्ट करने का वाजिब अवसर देगा।

12. निकासी, अग्रिम और अंतरण के सभी दावे कर्मचारी भविष्य निधि संगठन द्वारा निर्धारित अधिकतम समय सीमा के भीतर, शीघ्रता से निपटाए जाएंगे।

13. न्यासी बोर्ड प्रत्येक कर्मचारी के संबंध में जमा किए गए अंशदान, निकासी और ब्याज दर्शाने के लिए विस्तारित लेखों का रख-रखाव करेगा। ऐसे अभिलेखों का रख-रखाव अधिमानतः इलैक्ट्रॉनिक रूप से रखा जाएगा। प्रतिष्ठान आवधिक रूप से जब कभी केन्द्रीय भविष्य निधि आयुक्त/क्षेत्रीय भविष्य निधि आयुक्त द्वारा निदेश दिया जाए, सदस्यों के लेखों को इलैक्ट्रॉनिक रूप से सम्प्रेषित करेंगे।

14. न्यासी बोर्ड वर्ष में एक बार वित्तीय/लेखा वर्ष के समाप्त होने के छः माह के भीतर प्रत्येक कर्मचारी को निःशुल्क लेखों का वार्षिक विवरण अथवा पासबुक जारी करेगा। जब कभी सदस्य चाहें, अतिरिक्त प्रिंटऑउट नाममात्र के प्रभार के साथ उपलब्ध कराए जा सकते हैं। पासबुक के मामले में वह कर्मचारी के पास रहेगी जिसे प्रस्तुत किए जाने पर न्यासियों द्वारा आवधिक रूप से अद्यतन किया जाएगा।

15. नियोक्ता सभी सदस्यों को उनकी आवश्यकतानुसार कम्प्यूटर टर्मिनलों से अपने खाते में पड़ी शेष राशि को देखने के समर्थ बनाने के लिए आवश्यक प्रावधान करेंगे।

16. न्यासी बोर्ड और नियोक्ता कर्मचारी भविष्य निधि संगठन द्वारा यथा विहित रूप में ये विवरणियां विनिर्दिष्ट समय सीमा के भीतर मासिक/वार्षिक रूप से दायर करेंगे, जिसे न करने पर इसे चूक माना जाएगा तथा न्यासी बोर्ड और नियोक्ता संयुक्त रूप से और अलग-अलग, कर्मचारी भविष्य निधि संगठन द्वारा की जाने वाली उपयुक्त दायित्व कार्यवाई के भागी होंगे।

17. न्यासी बोर्ड समय-समय पर सरकार के निर्देशों के अनुसार भविष्य निधि के पैसे का निवेश करेगा। सरकार के निर्देशों के अनुसार निवेश करने में असफल होने पर न्यासी बोर्ड अलग-अलग और संयुक्त रूप से केन्द्रीय भविष्य निधि आयुक्त या उसके प्रतिनिधि द्वारा यथा अधिरोपित अधिशुल्क का भागी बन जाएगा।

18. (क) प्रतिभूतियां न्यास के नाम से प्राप्त की जाएंगी। इस प्रकार प्राप्त की गई प्रतिभूतियां अभौतिक (डीमेट) रूप में होनी चाहिए तथा न्यास के कार्यचालित रहने वाले क्षेत्रों में अपेक्षित

सुविधा के उपलब्ध न होने की स्थिति में न्यासी बोर्ड संबंधित क्षेत्रीय भविष्य निधि आयुक्त को इसकी सूचना देंगे।

(ख) न्यासी बोर्ड लिपि-वार रजिस्टर बनाएगा तथा ब्याज की समय पर उगाही सुनिश्चित करेगा।

(ग) डीमेट खाता इस संबंध में केन्द्रीय सरकार द्वारा जारी अनुदेशों के अनुसार भारतीय रिजर्व बैंक और केन्द्रीय सरकार द्वारा अनुमोदित निक्षेपागार प्रतिभागियों के माध्यम से खोला जाए।

(घ) डीमेट खाते का खर्च न्यास द्वारा किए जाने वाले निवेश का प्रासंगिक व्यय माना जाए। प्रतिभूतियों आदि की खरीद की दलाली जैसे निवेशों के सभी प्रकार के खर्चों को भी न्यास द्वारा किए जाने वाले निवेश का प्रासंगिक व्यय माना जाएगा।

19. प्रतिभूतियों और बाण्डों की खरीद जैसे ऐसे सभी निवेश भारतीय रिजर्व बैंक और केन्द्रीय सरकार द्वारा अनुमोदित निक्षेपागार प्रतिभागियों की सुरक्षा अभिरक्षा में दर्ज किए जाएं, जो इसके संरक्षक होंगे। स्थापना की बंदी या परिसमापन या कर्मचारी भविष्य निधि, 1952 से छूट पर यह संरक्षक, न्यास के नाम पर प्राप्त तथा अपने जमा में पड़े निवेश को संबंधित क्षेत्रीय भविष्य निधि आयुक्त के, इस आषय के, अनुरोध पर संबंधित क्षेत्रीय भविष्य निधि आयुक्त को सीधे अंतरित करेगा।

20. स्थापना संबंधित क्षेत्रीय भविष्य निधि आयुक्त को उन निक्षेपागार प्रतिभागियों (भारतीय रिजर्व बैंक और केन्द्रीय सरकार द्वारा अनुमोदित) के विवरण से सूचित करेगी, जिनके पास तथा जिनकी सुरक्षा अभिरक्षा में न्यास के नाम पर किए गए निवेश अर्थात् प्रतिभूतियों, बाण्डों आदि में किए गए निवेश दर्ज किए गए हैं। तथापि, न्यासी बोर्ड उस धनराशि की उगाही कर सकता है, जो दावों के निपटान, नियमानुसार अग्रिमों की मंजूरी और नियोक्ता की सेवा छोड़ने की स्थिति में सदस्य के भविष्य निधि संचयन के अंतरण और प्रतिभूतियों की बिक्री द्वारा अन्य किसी प्राप्तियों अथवा क्षेत्रीय भविष्य निधि आयुक्त के पूर्व अनुमोदन के शर्ताधीन निधि के नाम में पड़े अन्य निवेशों जैसे बाध्यकारी व्ययों को पूरा करने के लिए अपेक्षित हों।

21. न्यास द्वारा किए गए निवेशों के लिए किसी वित्तीय या अन्य संस्थाओं द्वारा दिए जाने वाले किसी कमीशन, प्रोत्साहन, बोनस या अन्य आर्थिक लाभ इसके खाते में डाले जाएं।

22. नियोक्ता और न्यासी बोर्ड के सदस्य शर्तों का पालन करने की सहमति देते हुए लिखित वचन देंगे तथा यह वैधिक रूप से नियोक्ता और न्यासी बोर्ड के उत्तराधिकारियों और समनुदेशितों पर उनके साथ-साथ बाध्यकारी होगा।

23. नियोक्ता और न्यासी बोर्ड छूट के रद्द होने की स्थिति में संबंधित क्षेत्रीय भविष्य निधि आयुक्त द्वारा विहित समय सीमा के भीतर तत्काल निधियों का अंतरण करने का वचन भी देगा। यह उन पर कानूनी रूप से बाध्यकारी होगा तथा उन्हें निधियों के अंतरण में कोई विलंब होने की स्थिति में अभियोजन का भागी बनाएगा।

24. (क) न्यासी बोर्ड द्वारा अनुरक्षित भविष्य निधि खाता किसी योग्य स्वतंत्र चार्टर्ड लेखाकार द्वारा वार्षिक रूप से लेखा-परीक्षा करने के शर्ताधीन होगा। जहां भी आवश्यक समझा जाए, वहां कर्मचारी भविष्य निधि संगठन को अधिकार होगा कि यह किसी अन्य योग्य लेखा-परीक्षक द्वारा खातों की लेखा-परीक्षा कराए तथा इस प्रकार हुए खर्च नियोक्ता द्वारा वहन किए जाएंगे।

(ख) लेखा-परीक्षकों द्वारा वित्तीय वर्ष अर्थात् 1 अप्रैल से 31 मार्च तक की समाप्ति के बाद छह महीने के भीतर लेखा-परीक्षित तुलन-पत्र सहित लेखा-परीक्षक की रिपोर्ट की प्रति सीधे इस कार्यालय में प्रस्तुत की जाए। तुलन-पत्र का प्रारूप और इस रिपोर्ट में प्रस्तुत की जाने वाली जानकारी कर्मचारी भविष्य निधि संगठन द्वारा निर्धारित की जाएगी तथा संबंधित क्षेत्रीय भविष्य निधि आयुक्त के कार्यालय में इलेक्ट्रॉनिक प्रारूप के साथ हस्ताक्षरित प्रतिलिपि में उपलब्ध कराई जाएगी।

(ग) एक ही लेखा-परीक्षकों को लगातार दो वर्ष के लिए तथा अगले वित्तीय वर्ष के पहले दिन से मिली छूट से अधिक के लिए नियुक्त न किया जाए।

25. लगातार तीन वित्तीय वर्षों तक कोई हानि या पूंजी आधार में कटौती को अगले वित्तीय वर्ष के पहले दिन से मिली छूट प्राप्त होगी।

26. नियोक्ता प्रत्येक माह की समाप्ति से 15 दिन के भीतर निरीक्षण हेतु ऐसी सुविधाओं का प्रावधान करेगा तथा ऐसे निरीक्षण प्रभारों का भुगतान करेगा जो केन्द्रीय सरकार द्वारा अधिनियम की धारा 17 के उप-खण्ड (3) के खण्ड(क) के अंतर्गत समय-समय पर दिए निर्देशों के अनुसार हों।

27. न्यासी बोर्ड या नियोक्त द्वारा छूट देने के लिए शर्तों के किसी उल्लंघन की स्थिति में दी गई छूट संबंधित व्यक्ति को इस संबंध में कारण बताओ नोटिस जारी करने के बाद रद्द कर दी जाएगी।

28. किसी भी धोखे, गबन, गलत निवेश निर्णयों आदि के फलस्वरूप ट्रस्ट को हुए किसी भी नुकसान की स्थिति में नियोक्ता नुकसान पूरा करने का भागी होगा।

29. किसी विलय, अविलय, अभिग्रहण, बिक्री, एकीकरण, सहायक कंपनी का गठन चाहे पूर्णतः स्वामित्व वाली हो या नहीं इत्यादि के फलस्वरूप यदि प्रतिष्ठान की कानूनी स्थिति में कोई भी बदलाव होता है, तो दी गई छूट निरस्त होगी एवं प्रतिष्ठान को तुरंत नई छूट देने के लिए मामले की रिपोर्ट करनी चाहिए।

30. एक ही भविष्य निधि ट्रस्ट में एक से अधिक इकाई/प्रतिष्ठानों के भाग लेने की स्थिति में भाग लेने वाली इकाईयों के किसी भी ट्रस्टी/नियोक्ता द्वारा कोई भी चूक होने पर सभी ट्रस्टी संयुक्त रूप से एवं अलग से जिम्मेदार/उत्तरदायी होंगे और आरपीएफसी आम भविष्य निधि ट्रस्ट के सभी न्यासियों के विरुद्ध उपयुक्त कानूनी कार्यवाई करेगा।

31. केन्द्र सरकार प्रतिष्ठान की छूट की निरंतरता के लिए शर्तों को बढ़ा सकती है और जब भी इनको संप्रेषित किया जाएगा, ये प्रतिष्ठान इन अतिरिक्त शर्तों का अनुपालन करने के लिए बाध्य होंगे।

New Delhi, the 23rd June, 2014

**S.O. 1811.**—Whereas M/s Delphi Automotive Systems Pvt. Ltd. [under Code No. HR/9476 in Gurgaon region] (hereinafter referred to as the establishment) has applied for exemption under clause (a) of sub-section (1) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the Act).

2. And whereas in the opinion of the Central Government, the rules of the provident fund of the said establishment with respect to the rates of contribution are not less favourable to employees therein than those specified in section 6 of the said Act and the employees are also in enjoyment of other provident fund benefits provided under the said Act or under the Employees' Provident Funds Scheme, 1952 (hereinafter referred to as the Scheme) in relation to the employees in any other establishment of similar character.

3. Now, therefore, in exercise of the powers conferred by clause (a) of sub-section (1) of Section 17 of the said Act and subject to the conditions annexed with this notification, the Central Government, hereby, exempts the said establishment from the operation of all the provisions of the said Scheme with effect from 22-09-1997 until further notification.

[No.S-35015/33/2014-SS-II]

SUBHASH KUMAR, Under Secy.

#### ANNEXURE

#### CONDITIONS FOR GRANT OF EXEMPTION FROM THE PROVISIONS OF EMPLOYEES PROVIDENT FUND SCHEME, 1952

1. The employer shall establish a Board of Trustees under his Chairmanship for the management of the

Provident Fund according to such directions as may be given by the Central Government or the Central Provident Fund Commissioner, as the case may be, from time to time. The provident fund shall vest in the Board of Trustees who will be responsible for and accountable to the Employees' Provident Funds Organisation, inter alia, for proper accounts of the receipts into and payment from the Provident Fund and the balance in their custody. For this purpose, the "employer" shall mean:-

- (i) In relation to an establishment, which is a factory, the owner or occupier of the factory: and
- (ii) In relation to any other establishment, the person who, or the authority, that has the ultimate control over the affairs of the establishment.

2. The Board of Trustees shall meet at least once in every three months and shall function in accordance with the guidelines that may be issued from time to time by the Central Government/Central Provident Fund Commissioner(CPFC) or an officer authorized by him.

3. All employees' as defined in section 2(f) of the act, who have been eligible to become members of the Provident Fund' had the establishment not been granted exemption, shall be enrolled as members.

4. Where an employee who is already a member of Employees' Provident fund or a Provident Fund of any other exempted establishment is employed in his establishment, the employer shall immediately enroll him as a member of the fund. The employer should also arrange to have the accumulations in the Provident Fund account of such employee with his previous employer transferred and credited into his account.

5. The employer shall transfer to the Board of Trustees the contributions payable to the Provident Fund by himself and employees at the rate prescribed under the act from time to time by the 15<sup>th</sup> of each month following the month for which the contributions are payable. The employer shall be liable to pay simple interest in terms of the provisions of Section 7Q of the Act for any delay in payment of any dues towards the Board of Trustees.

6. The employer shall bear all the expenses of the administration of Provident Fund and also make good any other loss that may be caused to the Provident Fund due to theft, burglary, defalcation, misappropriation or any other reason.

7. Any deficiency in the interest declared by the Board of Trustees is to be made good by the employer to bring it up to the statutory limit.

8. The employer shall display on the notice board of the establishment, a copy of the rules of the funds as

approved by the appropriate authority and as and when amended thereto along with a translation in the language of the majority of the employees.

9. The rate of contributions payable, the conditions and quantum of advances and other matters laid down under the provident fund rules of the establishment and the interest credited to the account of each member, calculated on the monthly running balance of the member and declared by the Board of Trustees shall not be lower than those declared by the Central government under the various provisions prescribed in the Act and Scheme framed thereunder.

10. Any amendment to the Scheme, which is more beneficial to the employees than the existing rules of the establishment, shall be made applicable to them automatically pending formal amendment of the Rules of the Trust.

11. No amendment in the rules shall be made by the employer without the prior approval of the Regional Provident Fund Commissioner. The Regional Provident Fund Commissioner shall before giving his approval give a reasonable opportunity to the employees to explain their point of view.

12. All claims for withdrawals, advances and transfers should be settled expeditiously, within the maximum time frame prescribed by the Employees' Provident Fund Organisation.

13. The Board of Trustees shall maintain detailed accounts to show the contributions credited withdrawal and interest in respect of each employee. The maintenance of such records should preferably be done electronically. The establishments should periodically transmit the details of members' accounts electronically as and when directed by the Central Provident Commissioner/Regional Provident Fund Commissioner.

14. The Board of Trustees shall issue an annual statement of accounts or pass books to every employee within six months of the close of financial/accounting year free of cost once in the year. Additional printouts can be made available as and when the members want, subject to nominal charges. In case of passbook, the same shall remain in custody of employee to be updated periodically by the Trustees when presented to them.

15. The employer shall make necessary provisions to enable all the members to be able to see their account balance from the computer terminals as and when required by them.

16. The Board of Trustees and the employer shall file such returns monthly/annually as may be prescribed by the Employees' Provident Fund Organisation within the specified time limit, failing which it will be deemed as a default and the Board of Trustees and employer will jointly

and separately be liable for suitable penal action by the Employees' Provident Fund Organisation.

17. The Board of Trustees shall invest the monies of the provident fund as per the directions of the Government from time to time. Failure to make investments as per directions of the Government shall make the Board of Trustees separately and jointly liable to surcharge as may be imposed by the Central Provident Fund Commissioner or his representative.

18. (a) The securities shall be obtained in the name of Trust. The securities so obtained should be in dematerialized (DEMAT) form and in case the required facility is not available in the areas where the trust operates the Board of Trustees shall inform the Regional Provident Fund Commissioner concerned about the same.

(b) The Board of Trustees shall maintain a script wise register and ensure timely realization of interest.

(c) The DEMAT Account should be opened through depository participants approved by Reserve Bank of India and Central Government in accordance with the instructions issued by the Central Government in this regard.

(d) The cost of maintaining DEMAT account should be treated as incidental cost of investment by the Trust. Also all types of cost of investments like brokerage for purchase of securities etc. shall be treated as incidental cost of investment by the Trust.

19. All such investments made like purchase of securities and bonds, should be lodged in the safe custody of depository participants approved by Reserve Bank of India and Central Government, who shall be the custodian of the same. On closure of establishment or liquidation or cancellation of exemption from EPF Scheme, 1952 such custodian shall transfer the investment obtained in the name of the Trust and standing in its credit to the Regional PF Commissioner concerned directly on receipt of request from the Regional PF Commissioner concerned to that effect.

20. The establishment shall intimate to the Regional P.F. Commissioner concerned the details of depository participants (approved by RBI and Central Government), with whom and in whose safe custody, the investments made in the name of trust, viz., investments made in securities, bonds, etc. have been lodged. However, the Board of Trustees may raise such sum of sums of money as may be required for meeting obligatory expenses such as settlement of claims, grant of advances as per rules and transfer of member's PF accumulations in the event of his/her leaving service of the employer and any other receipts by sale of the securities or other investments standing in the name of the Fund subject to the prior approval of the Regional PF Commissioner.

21. Any commission, incentive, bonus or other pecuniary rewards given by any financial or other institutions for the investments made by the Trust should be credited to its account.

22. The employer and the members of the Board of Trustees, shall furnish a written undertaking agreeing to abide by the conditions and this shall be legally binding on the employer and the Board of Trustees, including their successors and assignees.

23. The employer and the Board of Trustees shall also give an undertaking to transfer the funds promptly within the time limit prescribed by the concerned RPFC in the event of cancellation of relaxation. This shall be legally binding on them and will make them liable for prosecution in the event of any delay in the transfer of funds.

24. (a) The account of the Provident Fund maintained by the Board of Trustees shall be subject to audit by a qualified independent chartered accountant annually. Where considered necessary the EPFO shall have the right to have the accounts re-audited by any other qualified auditor and the expenses so incurred shall be borne by the employer.

(b) A copy of the Auditor's report alongwith the audited balance sheet should be submitted to this office by the Auditors directly within six months after the closing of the financial year from 1<sup>st</sup> April to 31<sup>st</sup> March. The format of the balance sheet and the information to be furnished in the report shall be prescribed by the Employees' Provident fund Organisation and made available with the RPFC office in electronic format as well as a signed hard copy.

(c) The same auditors should not be appointed for two consecutive years and not more than the relaxation withdrawn from the first day of the next succeeding financial year.

25. Any loss for the three consecutive financial years or erosion in the capital base shall have the relaxation withdrawn from the first day of the next succeeding financial year.

26. The employer shall provide for such facilities for inspection and pay such inspection charges as the Central Government may from time to time direct under clause (a) of sub-section (3) of Section 17 of the Act within 15 days from the close of every month.

27. In the event of any violation of the conditions for grant of relaxation, by the employer or the Board of Trustees, the relaxation granted shall be cancelled after issuing a show cause notice in this regard to the concerned persons.

28. In the event of any loss to the trust as a result of any fraud, defalcation, wrong investment decisions etc. the employer shall be liable to make good the loss.

29. In case of any change of legal status of the establishment as a result of merger, de-merger, acquisition, sale, amalgamation, formation of a subsidiary, whether wholly owned or not etc., the relaxation granted shall stand revoked and the establishment should promptly report the matter for grant of fresh relaxation.

30. In case there are more than one unit/ establishment participating in the common Provident Fund Trust, all the trustees shall be jointly and separately liable/ responsible for any default committed by any of the trustees/employer of any of the participating units and the RPFC shall take suitable legal action against all the trustees of the common Provident Fund Trust.

31. The Central Government may lay down further conditions for continuation of exemption of the establishment and the establishment shall be bound to comply with these additional conditions as and when the same are communicated.

नई दिल्ली, 23 जून, 2014

**का.आ. 1812.**—जबकि मैसर्स फ्रॉर्टीज हेल्थकेयर लिमिटेड दिल्ली (दक्षिण) क्षेत्र के अंतर्गत कोड संख्या डीएल/25364 के अंतर्गत] (इसके पश्चात उक्त प्रतिष्ठान के रूप में उल्लिखित) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) इसके पश्चात उक्त अधिनियम के रूप में उल्लिखित) की धारा 17 की उप धारा (1) के खण्ड (क) के अंतर्गत छूट के लिए आवेदन किया है।

2. और जबकि केन्द्र सरकार के विचार में अंशदान की दरों के संबंध में उक्त प्रतिष्ठान के भविष्य निधि नियम उक्त अधिनियम की धारा 6 में उल्लिखित की तुलना में कर्मचारियों के लिए कम अनुकूल नहीं है और कर्मचारी अन्य भविष्य निधि लाभों का फायदा उठा रहे हैं कुल मिलाकर इसी प्रकार के किसी अन्य प्रतिष्ठान में कर्मचारियों के संबंध में उक्त अधिनियम के अंतर्गत अथवा कर्मचारी भविष्य निधि स्कीम, 1952 (इसके पश्चात उक्त स्कीम के रूप में उल्लिखित) के अंतर्गत प्रदान किए जा रहे लाभों की तुलना में कम अनुकूल नहीं है।

3. अतः, अब, केन्द्र सरकार उक्त अधिनियम की धारा 17 की उप धारा (1) के खण्ड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, इस अधिसूचना के साथ संलग्न शर्तों के अध्याधीन उक्त प्रतिष्ठान को अगली अधिसूचना तक 01.06.2001 से उक्त योजना के सभी उपबंधों के प्रभाव से छूट प्रदान करती है।

[सं. एस-35015/34/2014-एसएस-II]

सुभाष कुमार, अवर सचिव



**अनुबंध****कर्मचारी भविष्य निधि योजना, 1952 के उपबंधों से छूट प्रदान करने संबंधी शर्तें।**

1. नियोक्ता समय-समय पर केन्द्रीय सरकार अथवा केन्द्रीय भविष्य निधि आयुक्त, जैसी भी स्थिति हो, द्वारा दिए जाने वाले ऐसे निदेशों के अनुसार भविष्य निधि के प्रबंधन हेतु अपनी अध्यक्षता में एक न्यासी बोर्ड गठित करेगा। भविष्य निधि न्यासी बोर्ड में विहित होगी जो अन्य बातों के साथ-साथ कर्मचारी भविष्य निधि संगठन के प्रति भविष्य निधि में प्राप्तियों और उसमें से भुगतान के उचित लेखों और उनकी अभिरक्षा में शेष राशि के लिए उत्तरदायी होगा। इस प्रयोजनार्थ, नियोक्ता से:-

- (i) किसी प्रतिष्ठान, जो एक कारखाना हो, उसके संबंध में, कारखाने का स्वामी अथवा अधिष्ठाता अभिप्रेत होगा; और
- (ii) किसी अन्य प्रतिष्ठान के संबंध में, वह व्यक्ति, अथवा प्राधिकारी अभिप्रेत होगा, जिसका उस प्रतिष्ठान के कामकाज पर अंतिम नियंत्रण हो।

2. न्यासी बोर्ड हर एक तिमाही में कम से कम एक बार बैठक करेगा और वह केन्द्र सरकार/केन्द्रीय भविष्य निधि आयुक्त (सीपीएफसी) अथवा उसके द्वारा प्राधिकृत किसी अधिकारी द्वारा समय-समय पर जारी किए जाने वाले दिशा निर्देशों के अनुसार कार्य करेगा।

3. अधिनियम की धारा 2 (च) में यथा परिभाषित सभी कर्मचारी, जो भविष्य निधि के सदस्य बनने के पात्र रहें हैं, यदि प्रतिष्ठान को छूट प्रदान नहीं की होती, उन्हें सदस्यों के रूप में नामांकित किया जाएगा।

4. जहां कोई कर्मचारी जो पहले ही किसी अन्य छूट-प्राप्त प्रतिष्ठान के किसी कर्मचारी भविष्य निधि अथवा भविष्य निधि का सदस्य हो, उसे उसके प्रतिष्ठान में नियोजित किया जाता है, तो नियोक्ता उसे तत्काल निधि के सदस्य के रूप में नामांकित करेगा। नियोक्ता ऐसे कर्मचारी के भविष्य निधि खाते में उसके पहले नियोक्ता से संचय राशियां अंतरित और जमा करवाने की भी व्यवस्था करेगा।

5. नियोक्ता भविष्य निधि को उसके द्वारा और कर्मचारी के द्वारा समय-समय पर अधिनियम के अंतर्गत निर्धारित दर से देय अंशदान को, जिस माह के लिए अंशदान देय हों उसके बाद के माह की 15 तारीख तक न्यासी बोर्ड को अंतरित करेगा। नियोक्ता न्यासी बोर्ड को किन्हीं देयों के भुगतान में किसी विलम्ब के लिए

अधिनियम की धारा 7थ के उपबंधों के अनुसार साधारण ब्याज अदा करने का दायी होगा।

6. नियोक्ता भविष्य निधि के प्रशासन के सभी व्यय वहन करेगा और चोरी, डकैती, गबन, दुर्विनियोग अथवा किसी अन्य कारण से भविष्य निधि को हो सकने वाले किसी घाटे की भी भरपाई करेगा।

7. न्यासी बोर्ड द्वारा घोषित ब्याज में किसी कमी को भी नियोक्ता द्वारा पूरा किया जाना होगा और उसे सांविधिक सीमा तक लाना होगा।

8. नियोक्ता जब कभी नियम संशोधित किए जाएं, समुचित प्राधिकारी द्वारा यथा अनुमोदित, निधि के नियमों की एक प्रति अधिसंख्यक कर्मचारियों की भाषा में उनके अनुवाद सहित प्रतिष्ठान के सूचना पट पर प्रदर्शित करेगा।

9. प्रतिष्ठान के भविष्य निधि नियमों के अंतर्गत निर्धारित देय अंशदान की दर, अग्रिम की शर्तें और मात्रा तथा अन्य मामले और सदस्य के मासिक चालू शेष पर संगणित और न्यासी बोर्ड द्वारा घोषित, प्रत्येक सदस्य के खाते में जमा किया गया ब्याज, अधिनियम और उसके अंतर्गत निर्मित योजना में निर्धारित विभिन्न उपबंधों के अंतर्गत केन्द्र सरकार द्वारा घोषित दर से कम नहीं होगा।

10. योजना में कोई संशोधन, जो प्रतिष्ठान के विद्यमान नियमों की तुलना में कर्मचारियों के लिए अधिक लाभदायक हो, उसे न्यास के नियमों में औपचारिक संशोधन के लंबित रहते उन पर स्वतः लागू किया जाएगा।

11. नियोक्ता द्वारा नियमों में कोई भी संशोधन क्षेत्रीय भविष्य निधि आयुक्त के पूर्व अनुमोदन के बिना नहीं किया जाएगा। क्षेत्रीय भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना रुख स्पष्ट करने का वाजिब अवसर देगा।

12. निकासी, अग्रिम और अंतरण के सभी दावे कर्मचारी भविष्य निधि संगठन द्वारा निर्धारित अधिकतम समय सीमा के भीतर, शीघ्रता से निपटाए जाएंगे।

13. न्यासी बोर्ड प्रत्येक कर्मचारी के संबंध में जमा किए गए अंशदान, निकासी और ब्याज दर्शाने के लिए विस्तारित लेखों का रख-रखाव करेगा। ऐसे अभिलेखों का रख-रखाव अधिमानतः इलैक्ट्रॉनिक रूप से रखा जाएगा। प्रतिष्ठान आवधिक रूप से जब कभी केन्द्रीय भविष्य निधि आयुक्त/क्षेत्रीय भविष्य निधि आयुक्त द्वारा निदेश दिया जाए, सदस्यों के लेखों को इलैक्ट्रॉनिक रूप से सम्प्रेषित करेंगे।

14. न्यासी बोर्ड वर्ष में एक बार वित्तीय/लेखा वर्ष के समाप्त होने के छः माह के भीतर प्रत्येक कर्मचारी को निःशुल्क लेखों का वार्षिक विवरण अथवा पासबुक जारी करेगा। जब कभी सदस्य चाहें, अतिरिक्त प्रिंटआउट नाममात्र के प्रभार के साथ उपलब्ध कराए जा सकते हैं। पासबुक के मामले में वह कर्मचारी के पास रहेगी जिसे प्रस्तुत किए जाने पर न्यासियों द्वारा आवधिक रूप से अद्यतन किया जाएगा।

15. नियोक्ता सभी सदस्यों को उनकी आवश्यकतानुसार कम्प्यूटर टर्मिनलों से अपने खाते में पड़ी शेष राशि को देखने के समर्थ बनाने के लिए आवश्यक प्रावधान करेंगे।

16. न्यासी बोर्ड और नियोक्ता कर्मचारी भविष्य निधि संगठन द्वारा यथा विहित रूप में ये विवरणियां विनिर्दिष्ट समय सीमा के भीतर मासिक/वार्षिक रूप से दायर करेंगे, जिसे न करने पर इसे चूक माना जाएगा तथा न्यासी बोर्ड और नियोक्ता संयुक्त रूप से और अलग-अलग, कर्मचारी भविष्य निधि संगठन द्वारा की जाने वाली उपयुक्त दाण्डिक कार्रवाई के भागी होंगे।

17. न्यासी बोर्ड समय-समय पर सरकार के निर्देशों के अनुसार भविष्य निधि के पैसे का निवेश करेगा। सरकार के निर्देशों के अनुसार निवेश करने में असफल होने पर न्यासी बोर्ड अलग-अलग और संयुक्त रूप से केन्द्रीय भविष्य निधि आयुक्त या उसके प्रतिनिधि द्वारा यथा अधिरोपित अधिशुल्क का भागी बन जाएगा।

18. (क) प्रतिभूतियां न्यास के नाम से प्राप्त की जाएंगी। इस प्रकार प्राप्त की गई प्रतिभूतियां अभौतिक (डीमेट) रूप में होनी चाहिए तथा न्यास के कार्यचालित रहने वाले क्षेत्रों में अपेक्षित सुविधा के उपलब्ध न होने की स्थिति में न्यासी बोर्ड संबंधित क्षेत्रीय भविष्य निधि आयुक्त को इसकी सूचना देंगे।

(ख) न्यासी बोर्ड लिपि-वार रजिस्टर बनाएगा तथा ब्याज की समय पर उगाही सुनिश्चित करेगा।

(ग) डीमेट खाता इस संबंध में केन्द्रीय सरकार द्वारा जारी अनुदेशों के अनुसार भारतीय रिजर्व बैंक और केन्द्रीय सरकार द्वारा अनुमोदित निक्षेपागार प्रतिभागियों के माध्यम से खोला जाए।

(घ) डीमेट खाते का खर्च न्यास द्वारा किए जाने वाले निवेश का प्रासंगिक व्यय, व्यय माना जाए। प्रतिभूतियों आदि की खरीद की दलाली जैसे निवेशों के सभी प्रकार के खर्चों को भी न्यास द्वारा किए जाने वाले निवेश का प्रासंगिक व्यय माना जाएगा।

19. प्रतिभूतियों और बाण्डों की खरीद जैसे ऐसे सभी निवेश भारतीय रिजर्व बैंक और केन्द्रीय सरकार द्वारा अनुमोदित निक्षेपागार

प्रतिभागियों की सुरक्षा अभिरक्षा में दर्ज किए जाएं, जो इसके संरक्षक होंगे। स्थापना की बंदी या परिसमापन या कर्मचारी भविष्य निधि, 1952 से छूट पर यह संरक्षक, न्यास के नाम पर प्राप्त तथा अपने जमा में पड़े निवेश को संबंधित क्षेत्रीय भविष्य निधि आयुक्त के, इस आषय के, अनुरोध पर संबंधित क्षेत्रीय भविष्य निधि आयुक्त को सीधे अंतरित करेगा।

20. स्थापना संबंधित क्षेत्रीय भविष्य निधि आयुक्त को उन निक्षेपागार प्रतिभागियों (भारतीय रिजर्व बैंक और केन्द्रीय सरकार द्वारा अनुमोदित) के विवरण से सूचित करेगी, जिनके पास तथा जिनकी सुरक्षा अभिरक्षा में न्यास के नाम पर किए गए निवेश अर्थात् प्रतिभूतियों, बाण्डों आदि में किए गए निवेश दर्ज किए गए हैं। तथापि, न्यासी बोर्ड उस धनराशि की उगाही कर सकता है, जो दावों के निपटान, नियमानुसार अग्रिमों की मंजूरी और नियोक्ता की सेवा छोड़ने की स्थिति में सदस्य के भविष्य निधि संचयन के अंतरण और प्रतिभूतियों की बिक्री द्वारा अन्य किसी प्राप्तियों अथवा क्षेत्रीय भविष्य निधि आयुक्त के पूर्व अनुमोदन के शर्ताधीन निधि के नाम में पड़े अन्य निवेशों जैसे बाध्यकारी व्ययों को पूरा करने के लिए अपेक्षित हों।

21. न्यास द्वारा किए गए निवेशों के लिए किसी वित्तीय या अन्य संस्थाओं द्वारा दिए जाने वाले किसी कमीशन, प्रोत्साहन, बोनस या अन्य आर्थिक लाभ इसके खाते में डाले जाएं।

22. नियोक्ता और न्यासी बोर्ड के सदस्य शर्तों का पालन करने की सहमति देते हुए लिखित वचन देंगे तथा यह वैधिक रूप से नियोक्ता और न्यासी बोर्ड के उत्तराधिकारियों और समनुदेशितों पर उनके साथ-साथ बाध्यकारी होगा।

23. नियोक्ता और न्यासी बोर्ड छूट के रद्द होने की स्थिति में संबंधित क्षेत्रीय भविष्य निधि आयुक्त द्वारा विहित समय सीमा के भीतर तत्काल निधियों का अंतरण करने का वचन भी देगा। यह उन पर कानूनी रूप से बाध्यकारी होगा तथा उन्हें निधियों के अंतरण में कोई विलंब होने की स्थिति में अभियोजन का भागी बनाएगा।

24. (क) न्यासी बोर्ड द्वारा अनुरक्षित भविष्य निधि खाता किसी योग्य स्वतंत्र चार्टर्ड लेखाकार द्वारा वार्षिक रूप से लेखा-परीक्षा करने के शर्ताधीन होगा। जहां भी आवश्यक समझा जाए, वहां कर्मचारी भविष्य निधि संगठन को अधिकार होगा कि यह किसी अन्य योग्य लेखा-परीक्षक द्वारा खातों की लेखा-परीक्षा कराए तथा इस प्रकार हुए खर्च नियोक्ता द्वारा वहन किए जाएंगे।

(ख) लेखा-परीक्षकों द्वारा वित्तीय वर्ष अर्थात् 1 अप्रैल से 31 मार्च तक की समाप्ति के बाद छह महीने के भीतर लेखा-परीक्षित

तुलन-पत्र सहित लेखा-परीक्षक की रिपोर्ट की प्रति सीधे इस कार्यालय में प्रस्तुत की जाए। तुलन-पत्र का प्रारूप और इस रिपोर्ट में प्रस्तुत की जाने वाली जानकारी कर्मचारी भविष्य निधि संगठन द्वारा निर्धारित की जाएगी तथा संबंधित क्षेत्रीय भविष्य निधि आयुक्त के कार्यालय में इलैक्ट्रॉनिक प्रारूप के साथ हस्ताक्षरित प्रतिलिपि में उपलब्ध कराई जाएगी।

(ग) एक ही लेखा-परीक्षकों को लगातार दो वर्ष के लिए तथा अगले वित्तीय वर्ष के पहले दिन से मिली छूट से अधिक के लिए नियुक्त न किया जाए।

25. लगातार तीन वित्तीय वर्षों तक कोई हानि या पूंजी आधार में कटौती को अगले वित्तीय वर्ष के पहले दिन से मिली छूट प्राप्त होगी।

26. नियोक्ता प्रत्येक माह की समाप्ति से 15 दिन के भीतर निरीक्षण हेतु ऐसी सुविधाओं का प्रावधान करेगा तथा ऐसे निरीक्षण प्रभागों का भुगतान करेगा जो केन्द्रीय सरकार द्वारा अधिनियम की धारा 17 के उप-खण्ड (3) के खण्ड(क) के अंतर्गत समय-समय पर दिए निर्देशों के अनुसार हों।

27. न्यासी बोर्ड या नियोक्त द्वारा छूट देने के लिए शर्तों के किसी उल्लंघन की स्थिति में दी गई छूट संबंधित व्यक्ति को इस संबंध में कारण बताओ नोटिस जारी करने के बाद रद्द कर दी जाएगी।

28. किसी भी धोखे, गबन, गलत निवेश निर्णयों आदि के फलस्वरूप ट्रस्ट को हुए किसी भी नुकसान की स्थिति में नियोक्ता नुकसान पूरा करने का भागी होगा।

29. किसी विलय, अविलय, अभिग्रहण, बिक्री, एकीकरण, सहायक कंपनी का गठन चाहे पूर्णतः स्वामित्व वाली हो या नहीं इत्यादि के फलस्वरूप यदि प्रतिष्ठान की कानूनी स्थिति में कोई भी बदलाव होता है तो दी गई छूट निरस्त होगी एवं प्रतिष्ठान को तुरंत नई छूट देने के लिए मामले की रिपोर्ट करनी चाहिए।

30. एक ही भविष्य निधि ट्रस्ट में एक से अधिक इकाई/प्रतिष्ठानों के भाग लेने की स्थिति में भाग लेने वाली इकाईयों के किसी भी ट्रस्टी/नियोक्ता द्वारा कोई भी चूक होने पर सभी ट्रस्टी/संयुक्त रूप से एवं अलग से जिम्मेदार/उत्तरदायी होंगे और आरपीएफसी आम भविष्य निधि ट्रस्ट के सभी न्यासियों के विरुद्ध उपयुक्त कानूनी कार्रवाई करेगा।

31. केन्द्र सरकार प्रतिष्ठान की छूट की निरंतरता के लिए शर्तों को बढ़ा सकती है और जब भी इनको संप्रेषित किया जाएगा ये प्रतिष्ठान इन अतिरिक्त शर्तों का अनुपालन करने के लिए बाध्य होंगे।

New Delhi, the 23rd June, 2014

**S.O. 1812.**—Whereas M/s Fortis Healthcare Ltd. [under Code No. DL/25364 in Delhi (South) region] (hereinafter referred to as the establishment) has applied for exemption under clause (a) of sub-section (1) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the Act).

2. And whereas in the opinion of the Central Government, the rules of the provident fund of the said establishment with respect to the rates of contribution are not less favourable to employees therein than those specified in section 6 of the said Act and the employees are also in enjoyment of other provident fund benefits provided under the said Act or under the Employees' Provident Funds Scheme, 1952 (hereinafter referred to as the Scheme) in relation to the employees in any other establishment of similar character.

3. Now, therefore, in exercise of the powers conferred by clause (a) of sub-section (1) of Section 17 of the said Act and subject to the conditions annexed with this notification, the Central Government, hereby, exempts the said establishment from the operation of all the provisions of the said Scheme with effect from 1-6-2001 until further notification.

[No.S-35015/34/2014-SS-II]

SUBHASH KUMAR, Under Secy.

#### ANNEXURE

#### CONDITIONS FOR GRANT OF EXEMPTION FROM THE PROVISIONS OF EMPLOYEES PROVIDENT FUND SCHEME, 1952

1. The employer shall establish a Board of Trustees under his Chairmanship for the management of the Provident Fund according to such directions as may be given by the Central Government or the Central Provident Fund Commissioner, as the case may be, from time to time. The provident fund shall vest in the Board of Trustees who will be responsible for and accountable to the Employees' Provident Funds Organisation, inter alia, for proper accounts of the receipts into and payment from the Provident Fund and the balance in their custody. For this purpose, the "employer" shall mean:-

- (i) In relation to an establishment, which is a factory, the owner or occupier of the factory: and
- (ii) In relation to any other establishment, the person who, or the authority, that has the ultimate control over the affairs of the establishment.

2. The Board of Trustees shall meet at least once in every three months and shall function in accordance with the guidelines that may be issued from time to time by the

Central Government/Central Provident Fund Commissioner(CPFC) or an officer authorized by him.

3. All employees' as defined in section 2(f) of the act, who have been eligible to become members of the Provident Fund' had the establishment not been granted exemption, shall be enrolled as members.

4. Where an employee who is already a member of Employees' Provident fund or a Provident Fund of any other exempted establishment is employed in his establishment, the employer shall immediately enroll him as a member of the fund. The employer should also arrange to have the accumulations in the Provident Fund account of such employee with his previous employer transferred and credited into his account.

5. The employer shall transfer to the Board of Trustees the contributions payable to the Provident Fund by himself and employees at the rate prescribed under the act from time to time by the 15<sup>th</sup> of each month following the month for which the contributions are payable. The employer shall be liable to pay simple interest in terms of the provisions of Section 7Q of the Act for any delay in payment of any dues towards the Board of Trustees.

6. The employer shall bear all the expenses of the administration of Provident Fund and also make good any other loss that may be caused to the Provident Fund due to theft, burglary, defalcation, misappropriation or any other reason.

7. Any deficiency in the interest declared by the Board of Trustees is to be made good by the employer to bring it up to the statutory limit.

8. The employer shall display on the notice board of the establishment, a copy of the rules of the funds as approved by the appropriate authority and as and when amended thereto along with a translation in the language of the majority of the employees.

9. The rate of contributions payable, the conditions and quantum of advances and other matters laid down under the provident fund rules of the establishment and the interest credited to the account of each member, calculated on the monthly running balance of the member and declared by the Board of Trustees shall not be lower than those declared by the Central Government under the various provisions prescribed in the Act and Scheme framed thereunder.

10. Any amendment to the Scheme, which is more beneficial to the employees than the existing rules of the establishment, shall be made applicable to them automatically pending formal amendment of the Rules of the Trust.

11. No amendment in the rules shall be made by the employer without the prior approval of the Regional Provident Fund Commissioner. The Regional Provident

Fund Commissioner shall before giving his approval give a reasonable opportunity to the employees to explain their point of view.

12. All claims for withdrawals, advances and transfers should be settled expeditiously, within the maximum time frame prescribed by the Employees' Provident Fund Organisation.

13. The Board of Trustees shall maintain detailed accounts to show the contributions credited withdrawal and interest in respect of each employee. The maintenance of such records should preferably be done electronically. The establishments should periodically transmit the details of members' accounts electronically as and when directed by the Central Provident Commissioner/Regional Provident Fund Commissioner.

14. The Board of Trustees shall issue an annual statement of accounts or pass books to every employee within six months of the close of financial/accounting year free of cost once in the year. Additional printouts can be made available as and when the members want, subject to nominal charges. In case of passbook, the same shall remain in custody of employee to be updated periodically by the Trustees when presented to them.

15. The employer shall make necessary provisions to enable all the members to be able to see their account balance from the computer terminals as and when required by them.

16. The Board of Trustees and the employer shall file such returns monthly/annually as may be prescribed by the Employees' Provident Fund Organisation within the specified time limit, failing which it will be deemed as a default and the Board of Trustees and employer will jointly and separately be liable for suitable penal action by the Employees' Provident Fund Organisation.

17. The Board of Trustees shall invest the monies of the provident fund as per the directions of the Government from time to time. Failure to make investments as per directions of the Government shall make the Board of Trustees separately and jointly liable to surcharge as may be imposed by the Central Provident Fund Commissioner or his representative.

18. (a) The securities shall be obtained in the name of Trust. The securities so obtained should be in dematerialized (DEMAT) form and in case the required facility is not available in the areas where the trust operates the Board of Trustees shall inform the Regional Provident Fund Commissioner concerned about the same.

(b) The Board of Trustees shall maintain a script wise register and ensure timely realization of interest.

(c) The DEMAT Account should be opened through depository participants approved by Reserve Bank of India

and Central Government in accordance with the instructions issued by the Central Government in this regard.

(d) The cost of maintaining DEMAT account should be treated as incidental cost of investment by the Trust. Also all types of cost of investments like brokerage for purchase of securities etc. shall be treated as incidental cost of investment by the Trust.

19. All such investments made like purchase of securities and bonds, should be lodged in the safe custody of depository participants approved by Reserve Bank of India and Central Government, who shall be the custodian of the same. On closure of establishment or liquidation or cancellation of exemption from EPF Scheme, 1952 such custodian shall transfer the investment obtained in the name of the Trust and standing in its credit to the Regional PF Commissioner concerned directly on receipt of request from the Regional PF Commissioner concerned to that effect.

20. The establishment shall intimate to the Regional P.F. Commissioner concerned the details of depository participants (approved by RBI and Central Government), with whom and in whose safe custody, the investments made in the name of trust, viz., investments made in securities, bonds, etc. have been lodged. However, the Board of Trustees may raise such sum of sums of money as may be required for meeting obligatory expenses such as settlement of claims, grant of advances as per rules and transfer of member's PF accumulations in the event of his/her leaving service of the employer and any other receipts by sale of the securities or other investments standing in the name of the Fund subject to the prior approval of the Regional PF Commissioner.

21. Any commission, incentive, bonus or other pecuniary rewards given by any financial or other institutions for the investments made by the Trust should be credited to its account.

22. The employer and the members of the Board of Trustees, shall furnish a written undertaking agreeing to abide by the conditions and this shall be legally binding on the employer and the Board of Trustees, including their successors and assignees.

23. The employer and the Board of Trustees shall also give an undertaking to transfer the funds promptly within the time limit prescribed by the concerned RPFC in the event of cancellation of relaxation. This shall be legally binding on them and will make them liable for prosecution in the event of any delay in the transfer of funds.

24. (a) The account of the Provident Fund maintained by the Board of Trustees shall be subject to audit by a qualified independent chartered accountant annually. Where considered necessary the EPFO shall have the right

to have the accounts re-audited by any other qualified auditor and the expenses so incurred shall be borne by the employer.

(b) A copy of the Auditor's report along with the audited balance sheet should be submitted to this office by the Auditors directly within six months after the closing of the financial year from 1<sup>st</sup> April to 31<sup>st</sup> March. The format of the balance sheet and the information to be furnished in the report shall be prescribed by the Employees' Provident Fund Organisation and made available with the RPFC office in electronic format as well as a signed hard copy.

(c) The same auditors should not be appointed for two consecutive years and not more than the relaxation withdrawn from the first day of the next succeeding financial year.

25. Any loss for the three consecutive financial years or erosion in the capital base shall have the relaxation withdrawn from the first day of the next succeeding financial year.

26. The employer shall provide for such facilities for inspection and pay such inspection charges as the Central Government may from time to time direct under clause (a) of sub-section (3) of Section 17 of the Act within 15 days from the close of every month.

27. In the event of any violation of the conditions for grant of relaxation, by the employer or the Board of Trustees, the relaxation granted shall be cancelled after issuing a show cause notice in this regard to the concerned persons.

28. In the event of any loss to the trust as a result of any fraud, defalcation, wrong investment decisions etc. the employer shall be liable to make good the loss.

29. In case of any change of legal status of the establishment as a result of merger, de-merger, acquisition, sale, amalgamation, formation of a subsidiary, whether wholly owned or not etc., the relaxation granted shall stand revoked and the establishment should promptly report the matter for grant of fresh relaxation.

30. In case there are more than one unit/ establishment participating in the common Provident Fund Trust, all the trustees shall be jointly and separately liable/ responsible for any default committed by any of the trustees/employer of any of the participating units and the RPFC shall take suitable legal action against all the trustees of the common Provident Fund Trust.

31. The Central Government may lay down further conditions for continuation of exemption of the establishment and the establishment shall be bound to comply with these additional conditions as and when the same are communicated.



नई दिल्ली, 23 जून, 2014

**का.आ. 1813.**—जबकि मैसर्स शेखावती इन्वेस्टमेंट एण्ड ट्रेडर लि. [पार्क स्ट्रीट क्षेत्र के अंतर्गत कूट संख्या डब्ल्यूबी/42486 के अंतर्गत,] (इसके पश्चात् उक्त प्रतिष्ठान के रूप में उल्लिखित) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) इसके पश्चात् उक्त अधिनियम के रूप में उल्लिखित) की धारा 17 की उप-धारा (1) के खण्ड (क) के अंतर्गत छूट के लिए आवेदन किया है।

2. और जबकि केन्द्र सरकार के विचार में अंशदान की दरों के संबंध में उक्त प्रतिष्ठान के भविष्य निधि नियम उक्त अधिनियम की धारा 6 में उल्लिखित की तुलना में कर्मचारियों के लिए कम अनुकूल नहीं है और कर्मचारी अन्य भविष्य निधि लाभों का फायदा उठा रहे हैं कुल मिलकर इसी प्रकार के किसी अन्य प्रतिष्ठान में कर्मचारियों के संबंध में उक्त अधिनियम के अंतर्गत अथवा कर्मचारी भविष्य निधि स्कीम, 1952 (इसके पश्चात् उक्त स्कीम के रूप में उल्लिखित) के अंतर्गत प्रदान किए जा रहे लाभों की तुलना में कम अनुकूल नहीं है।

3. अतः, अब, केन्द्र सरकार उक्त अधिनियम की धारा 17 की उप-धारा (1) के खण्ड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, इस अधिसूचना के साथ संलग्न शर्तों के अध्याधीन उक्त प्रतिष्ठान को अगली अधिसूचना तक 01.12.2007 से उक्त योजना के सभी उपबंधों के प्रभाव अधिसूचना जारी होने तक छूट प्रदान करती है।

[सं. एस-35015/43/2014-एसएस-II]

सुभाष कुमार, अवर सचिव

### अनुबंध

#### कर्मचारी भविष्य निधि योजना, 1952 के उपबंधों से छूट प्रदान करने संबंधी शर्तें।

1. नियोक्ता समय-समय पर केन्द्रीय सरकार अथवा केन्द्रीय भविष्य निधि आयुक्त, जैसी भी स्थिति हो, द्वारा दिए जाने वाले ऐसे निदेशों के अनुसार भविष्य निधि के प्रबंधन हेतु अपनी अध्यक्षता में एक न्यासी बोर्ड गठित करेगा। भविष्य निधि न्यासी बोर्ड में विहित होगी जो अन्य बातों के साथ-साथ कर्मचारी भविष्य निधि संगठन के प्रति भविष्य निधि में प्राप्तियों और उसमें से भुगतान के उचित लेखों और उनकी अभिरक्षा में शेष राशि के लिए उत्तरदायी होगा। इस प्रयोजनार्थ, नियोक्ता से:-

(i) किसी प्रतिष्ठान, जो एक कारखाना हो, उसके संबंध में, कारखाने का स्वामी अथवा अधिष्ठाता अभिप्रेत होगा; और

(ii) किसी अन्य प्रतिष्ठान के संबंध में, वह व्यक्ति, अथवा प्राधिकारी अभिप्रेत होगा, जिसका उस प्रतिष्ठान के कामकाज पर अंतिम नियंत्रण हो।

2. न्यासी बोर्ड हरेक तिमाही में कम से कम एक बार बैठक करेगा और वह केन्द्र सरकार/केन्द्रीय भविष्य निधि आयुक्त (सीपीएफसी) अथवा उसके द्वारा प्राधिकृत किसी अधिकारी द्वारा समय समय पर जारी किए जाने वाले दिशानिर्देशों के अनुसार कार्य करेगा।

3. अधिनियम की धारा 2 (च) में यथा परिभाषित सभी कर्मचारी, जो भविष्य निधि के सदस्य बनने के पात्र रहें हैं, यदि प्रतिष्ठान को छूट प्रदान नहीं की होती, उन्हें सदस्यों के रूप में नामांकित किया जाएगा।

4. जहां कोई कर्मचारी जो पहले ही किसी अन्य छूट-प्राप्त प्रतिष्ठान के किसी कर्मचारी भविष्य निधि अथवा भविष्य निधि का सदस्य हो, उसे उसके प्रतिष्ठान में नियोजित किया जाता है, तो नियोक्ता उसे तत्काल निधि के सदस्य के रूप में नामांकित करेगा। नियोक्ता ऐसे कर्मचारी के भविष्य निधि खाते में उसके पहले नियोक्ता से संचय राशियां अंतरित और जमा करवाने की भी व्यवस्था करेगा।

5. नियोक्ता भविष्य निधि को उसके द्वारा और कर्मचारी के द्वारा समय-समय पर अधिनियम के अंतर्गत निर्धारित दर से देय अंशदान को, जिस माह के लिए अंशदान देय हों उसके बाद के माह की 15 तारीख तक न्यासी बोर्ड को अंतरित करेगा। नियोक्ता न्यासी बोर्ड को किन्हीं देयों के भुगतान में किसी विलम्ब के लिए अधिनियम की धारा 7थ के उपबंधों के अनुसार साधारण ब्याज अदा करने का दायी होगा।

6. नियोक्ता भविष्य निधि के प्रशासन के सभी व्यय वहन करेगा और चोरी, डकैती, गबन, दुर्विनियोग अथवा किसी अन्य कारण से भविष्य निधि को हो सकने वाले किसी घाटे की भी भरपाई करेगा।

7. न्यासी बोर्ड द्वारा घोषित ब्याज में किसी कमी को भी नियोक्ता द्वारा पूरा किया जाना होगा और उसे सांविधिक सीमा तक लाना होगा।

8. नियोक्ता जब कभी नियम संशोधित किए जाएं, समुचित प्राधिकारी द्वारा यथा-अनुमोदित, निधि के नियमों की एक प्रति अधिसंख्यक कर्मचारियों की भाषा में उनके अनुवाद सहित प्रतिष्ठान के सूचना पट पर प्रदर्शित करेगा।

9. प्रतिष्ठान के भविष्य निधि नियमों के अंतर्गत निर्धारित देय अंशदान की दर, अग्रिम की शर्तें और मात्रा तथा अन्य मामले और सदस्य के मासिक चालू शेष पर संगणित और न्यासी बोर्ड द्वारा घोषित, प्रत्येक सदस्य के खाते में जमा किया गया ब्याज, अधिनियम और उसके अंतर्गत निर्मित योजना में निर्धारित विभिन्न उपबंधों के अंतर्गत केन्द्र सरकार द्वारा घोषित दर से कम नहीं होगा।

10. योजना में कोई संशोधन, जो प्रतिष्ठान के विद्यमान नियमों की तुलना में कर्मचारियों के लिए अधिक लाभदायक हो, उसे न्यास के नियमों में औपचारिक संशोधन के लंबित रहते उन पर स्वतः लागू किया जाएगा।

11. नियोक्ता द्वारा नियमों में कोई भी संशोधन क्षेत्रीय भविष्य निधि आयुक्त के पूर्व अनुमोदन के बिना नहीं किया जाएगा। क्षेत्रीय भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना रुख स्पष्ट करने का वाजिब अवसर देगा।

12. निकासी, अग्रिम और अंतरण के सभी दावे कर्मचारी भविष्य निधि संगठन द्वारा निर्धारित अधिकतम समय सीमा के भीतर, शीघ्रता से निपटाए जाएंगे।

13. न्यासी बोर्ड प्रत्येक कर्मचारी के संबंध में जमा किए गए अंशदान, निकासी और ब्याज दर्शाने के लिए विस्तारित लेखों का रख-रखाव करेगा। ऐसे अभिलेखों का रख-रखाव अधिमानतः इलैक्ट्रॉनिक रूप से रखा जाएगा। प्रतिष्ठान आवधिक रूप से जब कभी केन्द्रीय भविष्य निधि आयुक्त/क्षेत्रीय भविष्य निधि आयुक्त द्वारा निदेश दिया जाए, सदस्यों के लेखों को इलैक्ट्रॉनिक रूप से सम्प्रेषित करेंगे।

14. न्यासी बोर्ड वर्ष में एक बार वित्तीय/लेखा वर्ष के समाप्त होने के छः माह के भीतर प्रत्येक कर्मचारी को निःशुल्क लेखों का वार्षिक विवरण अथवा पासबुक जारी करेगा। जब कभी सदस्य चाहें, अतिरिक्त प्रिंटआउट नाममात्र के प्रभार के साथ उपलब्ध कराए जा सकते हैं। पासबुक के मामले में वह कर्मचारी के पास रहेगी जिसे प्रस्तुत किए जाने पर न्यासियों द्वारा आवधिक रूप से अद्यतन किया जाएगा।

15. नियोक्ता सभी सदस्यों को उनकी आवश्यकतानुसार कम्प्यूटर टर्मिनलों से अपने खाते में पड़ी शेष राशि को देखने के समर्थ बनाने के लिए आवश्यक प्रावधान करेंगे।

16. न्यासी बोर्ड और नियोक्ता कर्मचारी भविष्य निधि संगठन द्वारा यथा विहित रूप में ये विवरणियां विनिर्दिष्ट समय सीमा के भीतर मासिक/वार्षिक रूप से दायर करेंगे, जिसे न करने पर इसे चूक माना जाएगा तथा न्यासी बोर्ड और नियोक्ता संयुक्त रूप से

और अलग-अलग, कर्मचारी भविष्य निधि संगठन द्वारा की जाने वाली उपयुक्त दाण्डिक कार्रवाई के भागी होंगे।

17. न्यासी बोर्ड समय-समय पर सरकार के निर्देशों के अनुसार भविष्य निधि के पैसे का निवेश करेगा। सरकार के निर्देशों के अनुसार निवेश करने में असफल होने पर न्यासी बोर्ड अलग-अलग और संयुक्त रूप से केन्द्रीय भविष्य निधि आयुक्त या उसके प्रतिनिधि द्वारा यथा अधिरोपित अधिशुल्क का भागी बन जाएगा।

18. (क) प्रतिभूतियां न्यास के नाम से प्राप्त की जाएंगी। इस प्रकार प्राप्त की गई प्रतिभूतियां अभौतिक (डीमेट) रूप में होनी चाहिए तथा न्यास के कार्यचालित रहने वाले क्षेत्रों में अपेक्षित सुविधा के उपलब्ध न होने की स्थिति में न्यासी बोर्ड संबंधित क्षेत्रीय भविष्य निधि आयुक्त को इसकी सूचना देंगे।

(ख) न्यासी बोर्ड लिपि-वार रजिस्टर बनाएगा तथा ब्याज की समय पर उगाही सुनिश्चित करेगा।

(ग) डीमेट खाता इस संबंध में केन्द्रीय सरकार द्वारा जारी अनुदेशों के अनुसार भारतीय रिजर्व बैंक और केन्द्रीय सरकार द्वारा अनुमोदित निक्षेपागार प्रतिभागियों के माध्यम से खोला जाए।

(घ) डीमेट खाते का खर्च न्यास द्वारा किए जाने वाले निवेश का प्रासंगिक व्यय व्यय माना जाए। प्रतिभूतियों आदि की खरीद की दलाली जैसे निवेशों के सभी प्रकार के खर्चों को भी न्यास द्वारा किए जाने वाले निवेश का प्रासंगिक व्यय माना जाएगा।

19. प्रतिभूतियों और बाण्डों की खरीद जैसे ऐसे सभी निवेश भारतीय रिजर्व बैंक और केन्द्रीय सरकार द्वारा अनुमोदित निक्षेपागार प्रतिभागियों की सुरक्षा अभिरक्षा में दर्ज किए जाएं, जो इसके संरक्षक होंगे। स्थापना की बंदी या परिसमापन या कर्मचारी भविष्य निधि, 1952 से छूट पर यह संरक्षक, न्यास के नाम पर प्राप्त तथा अपने जमा में पड़े निवेश को संबंधित क्षेत्रीय भविष्य निधि आयुक्त के, इस आशय के, अनुरोध पर संबंधित क्षेत्रीय भविष्य निधि आयुक्त को सीधे अंतरित करेगा।

20. स्थापना संबंधित क्षेत्रीय भविष्य निधि आयुक्त को उन निक्षेपागार प्रतिभागियों (भारतीय रिजर्व बैंक और केन्द्रीय सरकार द्वारा अनुमोदित) के विवरण से सूचित करेगी, जिनके पास तथा जिनकी सुरक्षा अभिरक्षा में न्यास के नाम पर किए गए निवेश अर्थात् प्रतिभूतियों, बाण्डों आदि में किए गए निवेश दर्ज किए गए हैं। तथापि, न्यासी बोर्ड उस धनराशि की उगाही कर सकता है, जो दावों के निपटान, नियमानुसार अग्रिमों की मंजूरी और नियोक्ता की सेवा छोड़ने की स्थिति में सदस्य के भविष्य निधि संचयन के

अंतरण और प्रतिभूतियों की बिक्री द्वारा अन्य किसी प्राप्तियों अथवा क्षेत्रीय भविष्य निधि आयुक्त के पूर्व अनुमोदन के शर्ताधीन निधि के नाम में पड़े अन्य निवेष्टों जैसे बाध्यकारी व्ययों को पूरा करने के लिए अपेक्षित हों।

21. न्यास द्वारा किए गए निवेष्टों के लिए किसी वित्तीय या अन्य संस्थाओं द्वारा दिए जाने वाले किसी कमीशन, प्रोत्साहन, बोनस या अन्य आर्थिक लाभ इसके खाते में डाले जाएं।

22. नियोक्ता और न्यासी बोर्ड के सदस्य शर्तों का पालन करने की सहमति देते हुए लिखित वचन देंगे तथा यह वैधिक रूप से नियोक्ता और न्यासी बोर्ड के उत्तराधिकारियों और समनुदेष्टों पर उनके साथ-साथ बाध्यकारी होगा।

23. नियोक्ता और न्यासी बोर्ड छूट के रद्द होने की स्थिति में संबंधित क्षेत्रीय भविष्य निधि आयुक्त द्वारा विहित समय सीमा के भीतर तत्काल निधियों का अंतरण करने का वचन भी देगा। यह उन पर कानूनी रूप से बाध्यकारी होगा तथा उन्हें निधियों के अंतरण में कोई विलंब होने की स्थिति में अभियोजन का भागी बनाएगा।

24. (क) न्यासी बोर्ड द्वारा अनुरक्षित भविष्य निधि खाता किसी योग्य स्वतंत्र चार्टर्ड लेखाकार द्वारा वार्षिक रूप से लेखा-परीक्षा करने के शर्ताधीन होगा। जहां भी आवश्यक समझा जाए, वहां कर्मचारी भविष्य निधि संगठन को अधिकार होगा कि यह किसी अन्य योग्य लेखा-परीक्षक द्वारा खातों की लेखा-परीक्षा कराए तथा इस प्रकार हुए खर्च नियोक्ता द्वारा वहन किए जाएंगे।

(ख) लेखा-परीक्षकों द्वारा वित्तीय वर्ष अर्थात् 1 अप्रैल से 31 मार्च तक की समाप्ति के बाद छह महीने के भीतर लेखा-परीक्षित तुलन-पत्र सहित लेखा-परीक्षक की रिपोर्ट की प्रति सीधे इस कार्यालय में प्रस्तुत की जाए। तुलन-पत्र का प्रारूप और इस रिपोर्ट में प्रस्तुत की जाने वाली जानकारी कर्मचारी भविष्य निधि संगठन द्वारा निर्धारित की जाएगी तथा संबंधित क्षेत्रीय भविष्य निधि आयुक्त के कार्यालय में इलेक्ट्रॉनिक प्रारूप के साथ हस्ताक्षरित प्रतिलिपि में उपलब्ध कराई जाएगी।

(ग) एक ही लेखा-परीक्षकों को लगातार दो वर्ष के लिए तथा अगले वित्तीय वर्ष के पहले दिन से मिली छूट से अधिक के लिए नियुक्त न किया जाए।

25. लगातार तीन वित्तीय वर्षों तक कोई हानि या पूंजी आधार में कटौती को अगले वित्तीय वर्ष के पहले दिन से मिली छूट प्राप्त होगी।

26. नियोक्ता प्रत्येक माह की समाप्ति से 15 दिन के भीतर निरीक्षण हेतु ऐसी सुविधाओं का प्रावधान करेगा तथा ऐसे निरीक्षण

प्रभारों का भुगतान करेगा जो केन्द्रीय सरकार द्वारा अधिनियम की धारा 17 के उप-खण्ड (3) के खण्ड(क) के अंतर्गत समय-समय पर दिए निर्देशों के अनुसार हों।

27. न्यासी बोर्ड या नियोक्त द्वारा छूट देने के लिए शर्तों के किसी उल्लंघन की स्थिति में दी गई छूट संबंधित व्यक्ति को इस संबंध में कारण बताओ नोटिस जारी करने के बाद रद्द कर दी जाएगी।

28. किसी भी धोखे, गबन, गलत निवेष्ट निर्णयों आदि के फलस्वरूप ट्रस्ट को हुए किसी भी नुकसान की स्थिति में नियोक्ता नुकसान पूरा करने का भागी होगा।

29. किसी विलय, अविलय, अभिग्रहण, बिक्री, एकीकरण, सहायक कंपनी का गठन चाहे पूर्णतरु स्वामित्व वाली हो या नहीं इत्यादि के फलस्वरूप यदि प्रतिष्ठान की कानूनी स्थिति में कोई भी बदलाव होता है तो दी गई छूट निरस्त होगी एवं प्रतिष्ठान को तुरंत नई छूट देने के लिए मामले की रिपोर्ट करनी चाहिए।

30. एक ही भविष्य निधि ट्रस्ट में एक से अधिक इकाई/प्रतिष्ठानों के भाग लेने की स्थिति में भाग लेने वाली इकाईयों के किसी भी ट्रस्टी/नियोक्ता द्वारा कोई भी चूक होने पर सभी ट्रस्टी संयुक्त रूप से एवं अलग से जिम्मेदार/उत्तरदायी होंगे और आरपीएफसी आम भविष्य निधि ट्रस्ट के सभी न्यासियों के विरुद्ध उपयुक्त कानूनी कार्यवाई करेगा।

31. केन्द्र सरकार प्रतिष्ठान की छूट की निरंतरता के लिए शर्तों को बढ़ा सकती है और जब भी इनको संप्रेषित किया जाएगा ये प्रतिष्ठान इन अतिरिक्त शर्तों का अनुपालन करने के लिए बाध्य होंगे।

New Delhi, the 23rd June, 2014

**S.O. 1813.**—Whereas M/s. Shekhavati Investments & Traders Ltd. [under Code No. WB/42486 in Park Street region] (hereinafter referred to as the establishment) has applied for exemption under clause (a) of sub-section (1) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the Act).

2. And whereas in the opinion of the Central Government, the rules of the provident fund of the said establishment with respect to the rates of contribution are not less favourable to employees therein than those specified in section 6 of the said Act and the employees are also in enjoyment of other provident fund benefits provided under the said Act or under the Employees' Provident Funds Scheme, 1952 (hereinafter referred to as the Scheme) in relation to the employees in any other establishment of similar character.

3. Now, therefore, in exercise of the powers conferred by clause (a) of sub-section (1) of section 17 of the said Act and subject to the conditions annexed with this notification, the Central Government, hereby, exempts the said establishment from the operation of all the provisions of the said Scheme with effect from 01-12-2007 until further notification.

[No. S-35015/43/2014-SS-II]

SUBHASH KUMAR, Under Secy.

#### ANNEXURE

#### CONDITIONS FOR GRANT OF EXEMPTION FROM THE PROVISIONS OF EMPLOYEES PROVIDENT FUND SCHEME, 1952

1. The employer shall establish a Board of Trustees under his Chairmanship for the management of the Provident Fund according to such directions as may be given by the Central Government or the Central Provident Fund Commissioner, as the case may be, from time to time. The provident fund shall vest in the Board of Trustees who will be responsible for and accountable to the Employees' Provident Funds Organisation, inter alia, for proper accounts of the receipts into and payment from the Provident Fund and the balance in their custody. For this purpose, the "employer" shall mean:-

- (i) In relation to an establishment, which is a factory, the owner or occupier of the factory; and
- (ii) In relation to any other establishment, the person who, or the authority, that has the ultimate control over the affairs of the establishment.

2. The Board of Trustees shall meet at least once in every three months and shall function in accordance with the guidelines that may be issued from time to time by the Central Government/Central Provident Fund Commissioner (CPFC) or an officer authorized by him.

3. All employees' as defined in section 2(f) of the act, who have been eligible to become members of the Provident Fund' had the establishment not been granted exemption, shall be enrolled as members.

4. Where an employee who is already a member of Employees' Provident fund or a Provident Fund of any other exempted establishment is employed in his establishment, the employer shall immediately enroll him as a member of the fund. The employer should also arrange to have the accumulations in the Provident Fund account of such employee with his previous employer transferred and credited into his account.

5. The employer shall transfer to the Board of Trustees the contributions payable to the Provident Fund

by himself and employees at the rate prescribed under the act from time to time by the 15<sup>th</sup> of each month following the month for which the contributions are payable. The employer shall be liable to pay simple interest in terms of the provisions of Section 7Q of the Act for any delay in payment of any dues towards the Board of Trustees.

6. The employer shall bear all the expenses of the administration of Provident Fund and also make good any other loss that may be caused to the Provident Fund due to theft, burglary, defalcation, misappropriation or any other reason.

7. Any deficiency in the interest declared by the Board of Trustees is to be made good by the employer to bring it up to the statutory limit.

8. The employer shall display on the notice board of the establishment, a copy of the rules of the funds as approved by the appropriate authority and as and when amended thereto along with a translation in the language of the majority of the employees.

9. The rate of contributions payable, the conditions and quantum of advances and other matters laid down under the provident fund rules of the establishment and the interest credited to the account of each member, calculated on the monthly running balance of the member and declared by the Board of Trustees shall not be lower than those declared by the Central government under the various provisions prescribed in the Act and Scheme framed thereunder.

10. Any amendment to the Scheme, which is more beneficial to the employees than the existing rules of the establishment, shall be made applicable to them automatically pending formal amendment of the Rules of the Trust.

11. No amendment in the rules shall be made by the employer without the prior approval of the Regional Provident Fund Commissioner. The Regional Provident Fund Commissioner shall before giving his approval give a reasonable opportunity to the employees to explain their point of view.

12. All claims for withdrawals, advances and transfers should be settled expeditiously, within the maximum time frame prescribed by the Employees' Provident Fund Organisation.

13. The Board of Trustees shall maintain detailed accounts to show the contributions credited withdrawal and interest in respect of each employee. The maintenance of such records should preferably be done electronically. The establishments should periodically transmit the details of members' accounts electronically as and when directed by the Central Provident Commissioner/Regional Provident Fund Commissioner.

14. The Board of Trustees shall issue an annual statement of accounts or pass books to every employee within six months of the close of financial/accounting year free of cost once in the year. Additional printouts can be made available as and when the members want, subject to nominal charges. In case of passbook, the same shall remain in custody of employee to be updated periodically by the Trustees when presented to them.

15. The employer shall make necessary provisions to enable all the members to be able to see their account balance from the computer terminals as and when required by them.

16. The Board of Trustees and the employer shall file such returns monthly/annually as may be prescribed by the Employees' Provident Fund Organisation within the specified time limit, failing which it will be deemed as a default and the Board of Trustees and employer will jointly and separately be liable for suitable penal action by the Employees' Provident Fund Organisation.

17. The Board of Trustees shall invest the monies of the provident fund as per the directions of the Government from time to time. Failure to make investments as per directions of the Government shall make the Board of Trustees separately and jointly liable to surcharge as may be imposed by the Central Provident Fund Commissioner or his representative.

18. (a) The securities shall be obtained in the name of Trust. The securities so obtained should be in dematerialized (DEMAT) form and in case the required facility is not available in the areas where the trust operates the Board of Trustees shall inform the Regional Provident Fund Commissioner concerned about the same.

(b) The Board of Trustees shall maintain a script wise register and ensure timely realization of interest.

(c) The DEMAT Account should be opened through depository participants approved by Reserve Bank of India and Central Government in accordance with the instructions issued by the Central Government in this regard.

(d) The cost of maintaining DEMAT account should be treated as incidental cost of investment by the Trust. Also all types of cost of investments like brokerage for purchase of securities etc. shall be treated as incidental cost of investment by the Trust.

19. All such investments made like purchase of securities and bonds, should be lodged in the safe custody of depository participants approved by Reserve Bank of India and Central Government, who shall be the custodian of the same. On closure of establishment or liquidation or cancellation of exemption from EPF Scheme, 1952 such custodian shall transfer the investment obtained in the name of the Trust and standing in its credit to the Regional

PF Commissioner concerned directly on receipt of request from the Regional PF Commissioner concerned to that effect.

20. The establishment shall intimate to the Regional P.F. Commissioner concerned the details of depository participants (approved by RBI and Central Government), with whom and in whose safe custody, the investments made in the name of trust, viz., investments made in securities, bonds, etc. have been lodged. However, the Board of Trustees may raise such sum of sums of money as may be required for meeting obligatory expenses such as settlement of claims, grant of advances as per rules and transfer of member's PF accumulations in the event of his/her leaving service of the employer and any other receipts by sale of the securities or other investments standing in the name of the Fund subject to the prior approval of the Regional PF Commissioner.

21. Any commission, incentive, bonus or other pecuniary rewards given by any financial or other institutions for the investments made by the Trust should be credited to its account.

22. The employer and the members of the Board of Trustees, shall furnish a written undertaking agreeing to abide by the conditions and this shall be legally binding on the employer and the Board of Trustees, including their successors and assignees.

23. The employer and the Board of Trustees shall also give an undertaking to transfer the funds promptly within the time limit prescribed by the concerned RPFC in the event of cancellation of relaxation. This shall be legally binding on them and will make them liable for prosecution in the event of any delay in the transfer of funds.

24. (a) The account of the Provident Fund maintained by the Board of Trustees shall be subject to audit by a qualified independent chartered accountant annually. Where considered necessary the EPFO shall have the right to have the accounts re-audited by any other qualified auditor and the expenses so incurred shall be borne by the employer.

(b) A copy of the Auditor's report alongwith the audited balance sheet should be submitted to this office by the Auditors directly within six months after the closing of the financial year from 1<sup>st</sup> April to 31<sup>st</sup> March. The format of the balance sheet and the information to be furnished in the report shall be prescribed by the Employees' Provident Fund Organisation and made available with the RPFC office in electronic format as well as a signed hard copy.

(c) The same auditors should not be appointed for two consecutive years and not more than the relaxation withdrawn from the first day of the next succeeding financial year.



25. Any loss for the three consecutive financial years or erosion in the capital base shall have the relaxation withdrawn from the first day of the next succeeding financial year.

26. The employer shall provide for such facilities for inspection and pay such inspection charges as the Central Government may from time to time direct under clause (a) of sub-section (3) of Section 17 of the Act within 15 days from the close of every month.

27. In the event of any violation of the conditions for grant of relaxation, by the employer or the Board of Trustees, the relaxation granted shall be cancelled after issuing a show cause notice in this regard to the concerned persons.

28. In the event of any loss to the trust as a result of any fraud, defalcation, wrong investment decisions etc. the employer shall be liable to make good the loss.

29. In case of any change of legal status of the establishment as a result of merger, de-merger, acquisition, sale, amalgamation, formation of a subsidiary, whether wholly owned or not etc., the relaxation granted shall stand revoked and the establishment should promptly report the matter for grant of fresh relaxation.

30. In case there are more than one unit/ establishment participating in the common Provident Fund Trust, all the trustees shall be jointly and separately liable/ responsible for any default committed by any of the trustees/employer of any of the participating units and the RPFC shall take suitable legal action against all the trustees of the common Provident Fund Trust.

31. The Central Government may lay down further conditions for continuation of exemption of the establishment and the establishment shall be bound to comply with these additional conditions as and when the same are communicated.

नई दिल्ली, 23 जून, 2014

**का.आ. 1814.**—जबकि मैसर्स ट्राइबल कॉर्पोरेटिव मार्केटिंग डेवलपमेंट फंडेशन ऑफ इंडिया लि. (दिल्ली) (दक्षिण) क्षेत्र के अंतर्गत कोड संख्या डी-I/11208 के अंतर्गत, (इसके पश्चात् उक्त प्रतिष्ठान के रूप में उल्लिखित) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) इसके पश्चात् उक्त अधिनियम के रूप में उल्लिखित) की धारा 17 की उप धारा (1) के खण्ड (क) के अंतर्गत छूट के लिए आवेदन किया है।

2. और जबकि केन्द्र सरकार के विचार में अंशदान की दरों के संबंध में उक्त प्रतिष्ठान के भविष्य निधि नियम उक्त अधिनियम

की धारा 6 में उल्लिखित की तुलना में कर्मचारियों के लिए कम अनुकूल नहीं है और कर्मचारी अन्य भविष्य निधि लाभों का फायदा उठा रहे हैं कुल मिलाकर इसी प्रकार के किसी अन्य प्रतिष्ठान में कर्मचारियों के संबंध में उक्त अधिनियम के अंतर्गत अथवा कर्मचारी भविष्य निधि स्कीम, 1952 (इसके पश्चात् उक्त स्कीम के रूप में उल्लिखित) के अंतर्गत प्रदान किए जा रहे लाभों की तुलना में कम अनुकूल नहीं है।

3. अतः, अब, केन्द्र सरकार उक्त अधिनियम की धारा 17 की उप-धारा (1) के खण्ड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, इस अधिसूचना के साथ संलग्न शर्तों के अध्याधीन उक्त प्रतिष्ठान को अगली अधिसूचना तक 01.04.1989 से उक्त योजना के सभी उपबंधों के प्रभाव से छूट प्रदान करती है।

[सं. एस-35015 / 54 / 2014-एसएस-II]

सुभाष कुमार, अवर सचिव

**अनुबंध**

### **कर्मचारी भविष्य निधि योजना, 1952 के उपबंधों से छूट प्रदान करने संबंधी शर्तें।**

1. नियोक्ता समय-समय पर केन्द्रीय सरकार अथवा केन्द्रीय भविष्य निधि आयुक्त, जैसी भी स्थिति हो, द्वारा दिए जाने वाले ऐसे निदेशों के अनुसार भविष्य निधि के प्रबंधन हेतु अपनी अध्यक्षता में एक न्यासी बोर्ड गठित करेगा। भविष्य निधि न्यासी बोर्ड में विहित होगी जो अन्य बातों के साथ-साथ कर्मचारी भविष्य निधि संगठन के प्रति भविष्य निधि में प्राप्तियों और उसमें से भुगतान के उचित लेखों और उनकी अभिरक्षा में शेष राशि के लिए उत्तरदायी होगा। इस प्रयोजनार्थ, “नियोक्ता” से:-

(i) किसी प्रतिष्ठान, जो एक कारखाना हो, उसके संबंध में, कारखाने का स्वामी अथवा अधिष्ठाता अभिप्रेत होगा; और

(ii) किसी अन्य प्रतिष्ठान के संबंध में, वह व्यक्ति, अथवा प्राधिकारी अभिप्रेत होगा, जिसका उस प्रतिष्ठान के कामकाज पर अंतिम नियंत्रण हो।

2. न्यासी बोर्ड हरेक तिमाही में कम से कम एक बार बैठक करेगा और वह केन्द्र सरकार/केन्द्रीय भविष्य निधि आयुक्त (सीपीएफसी) अथवा उसके द्वारा प्राधिकृत किसी अधिकारी द्वारा समय-समय पर जारी किए जाने वाले दिशा निर्देशों के अनुसार कार्य करेगा।

3. अधिनियम की धारा 2 (च) में यथा परिभाषित सभी कर्मचारी, जो भविष्य निधि के सदस्य बनने के पात्र रहें हैं, यदि प्रतिष्ठान को छूट प्रदान नहीं की होती, उन्हें सदस्यों के रूप में नामांकित किया जाएगा।

4. जहां कोई कर्मचारी जो पहले ही किसी अन्य छूट—प्राप्त प्रतिष्ठान के किसी कर्मचारी भविष्य निधि अथवा भविष्य निधि का सदस्य हो, उसे उसके प्रतिष्ठान में नियोजित किया जाता है, तो नियोक्ता उसे तत्काल निधि के सदस्य के रूप में नामांकित करेगा। नियोक्ता ऐसे कर्मचारी के भविष्य निधि खाते में उस के पहले नियोक्ता से संचय राशियां अंतरित और जमा करवाने की भी व्यवस्था करेगा।

5. नियोक्ता भविष्य निधि को उसके द्वारा और कर्मचारी के द्वारा समय—समय पर अधिनियम के अंतर्गत निर्धारित दर से देय अंशदान को, जिस माह के लिए अंशदान देय हों उसके बाद के माह की 15 तारीख तक न्यासी बोर्ड को अंतरित करेगा। नियोक्ता न्यासी बोर्ड को किन्हीं देयों के भुगतान में किसी विलम्ब के लिए अधिनियम की धारा 7थ के उपबंधों के अनुसार साधारण ब्याज अदा करने का दायी होगा।

6. नियोक्ता भविष्य निधि के प्रशासन के सभी व्यय वहन करेगा और चोरी, डकैती, गबन, दुर्विनियोग अथवा किसी अन्य कारण से भविष्य निधि को हो सकने वाले किसी घाटे की भी भरपाई करेगा।

7. न्यासी बोर्ड द्वारा घोषित ब्याज में किसी कमी को भी नियोक्ता द्वारा पूरा किया जाना होगा और उसे सांविधिक सीमा तक लाना होगा।

8. नियोक्ता जब कभी नियम संशोधित किए जाएं, समुचित प्राधिकारी द्वारा यथा अनुमोदित, निधि के नियमों की एक प्रति अधिसंख्यक कर्मचारियों की भाषा में उनके अनुवाद सहित प्रतिष्ठान के सूचना पट पर प्रदर्शित करेगा।

9. प्रतिष्ठान के भविष्य निधि नियमों के अंतर्गत निर्धारित देय अंशदान की दर, अग्रिम की शर्तें और मात्रा तथा अन्य मामले और सदस्य के मासिक चालू शेष पर संगणित और न्यासी बोर्ड द्वारा घोषित, प्रत्येक सदस्य के खाते में जमा किया गया ब्याज, अधिनियम और उसके अंतर्गत निर्मित योजना में निर्धारित विभिन्न उपबंधों के अंतर्गत केन्द्र सरकार द्वारा घोषित दर से कम नहीं होगा।

10. योजना में कोई संशोधन, जो प्रतिष्ठान के विद्यमान नियमों की तुलना में कर्मचारियों के लिए अधिक लाभदायक हो, उसे न्यास के नियमों में औपचारिक संशोधन के लंबित रहते उन पर स्वतः लागू किया जाएगा।

11. नियोक्ता द्वारा नियमों में कोई भी संशोधन क्षेत्रीय भविष्य निधि आयुक्त के पूर्व अनुमोदन के बिना नहीं किया जाएगा। क्षेत्रीय भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना रुख स्पष्ट करने का वाजिब अवसर देगा।

12. निकासी, अग्रिम और अंतरण के सभी दावे कर्मचारी भविष्य निधि संगठन द्वारा निर्धारित अधिकतम समय सीमा के भीतर, शीघ्रता से निपटाए जाएंगे।

13. न्यासी बोर्ड प्रत्येक कर्मचारी के संबंध में जमा किए गए अंशदान, निकासी और ब्याज दर्शाने के लिए विस्तारित लेखों का रख-रखाव करेगा। ऐसे अभिलेखों का रख-रखाव अधिमानतः इलैक्ट्रॉनिक रूप से रखा जाएगा। प्रतिष्ठान आवधिक रूप से जब कभी केन्द्रीय भविष्य निधि आयुक्त/क्षेत्रीय भविष्य निधि आयुक्त द्वारा निदेश दिया जाए, सदस्यों के लेखों को इलैक्ट्रॉनिक रूप से सम्प्रेषित करेंगे।

14. न्यासी बोर्ड वर्ष में एक बार वित्तीय/लेखा वर्ष के समाप्त होने के छः माह के भीतर प्रत्येक कर्मचारी को निःशुल्क लेखों का वार्षिक विवरण अथवा पासबुक जारी करेगा। जब कभी सदस्य चाहें, अतिरिक्त प्रिंटआउट नाममात्र के प्रभार के साथ उपलब्ध कराए जा सकते हैं। पासबुक के मामले में वह कर्मचारी के पास रहेगी जिसे प्रस्तुत किए जाने पर न्यासियों द्वारा आवधिक रूप से अद्यतन किया जाएगा।

15. नियोक्ता सभी सदस्यों को उनकी आवश्यकतानुसार कम्प्यूटर टर्मिनलों से अपने खाते में पड़ी शेष राशि को देखने के समर्थ बनाने के लिए आवश्यक प्रावधान करेंगे।

16. न्यासी बोर्ड और नियोक्ता कर्मचारी भविष्य निधि संगठन द्वारा यथा विहित रूप में ये विवरणियां विनिर्दिष्ट समय सीमा के भीतर मासिक/वार्षिक रूप से दायर करेंगे, जिसे न करने पर इसे चूक माना जाएगा तथा न्यासी बोर्ड और नियोक्ता संयुक्त रूप से और अलग-अलग, कर्मचारी भविष्य निधि संगठन द्वारा की जाने वाली उपयुक्त दाण्डिक कार्रवाई के भागी होंगे।

17. न्यासी बोर्ड समय—समय पर सरकार के निर्देशों के अनुसार भविष्य निधि के पैसे का निवेश करेगा। सरकार के निर्देशों के अनुसार निवेश करने में असफल होने पर न्यासी बोर्ड

अलग-अलग और संयुक्त रूप से केन्द्रीय भविष्य निधि आयुक्त या उसके प्रतिनिधि द्वारा यथा अधिरोपित अधिपुलक का भागी बन जाएगा।

18. (क) प्रतिभूतियां न्यास के नाम से प्राप्त की जाएंगी। इस प्रकार प्राप्त की गई प्रतिभूतियां अभौतिक (डीमेट) रूप में होनी चाहिए तथा न्यास के कार्यचालित रहने वाले क्षेत्रों में अपेक्षित सुविधा के उपलब्ध न होने की स्थिति में न्यासी बोर्ड संबंधित क्षेत्रीय भविष्य निधि आयुक्त को इसकी सूचना देंगे।

(ख) न्यासी बोर्ड लिपि-वार रजिस्टर बनाएगा तथा ब्याज की समय पर उगाही सुनिश्चित करेगा।

(ग) डीमेट खाता इस संबंध में केन्द्रीय सरकार द्वारा जारी अनुदेशों के अनुसार भारतीय रिजर्व बैंक और केन्द्रीय सरकार द्वारा अनुमोदित निक्षेपागार प्रतिभागियों के माध्यम से खोला जाए।

(घ) डीमेट खाते का खर्च न्यास द्वारा किए जाने वाले निवेश का प्रासंगिक व्यय माना जाए। प्रतिभूतियों आदि की खरीद की दलाली जैसे निवेशों के सभी प्रकार के खर्चों को भी न्यास द्वारा किए जाने वाले निवेश का प्रासंगिक व्यय माना जाएगा।

19. प्रतिभूतियों और बाण्डों की खरीद जैसे ऐसे सभी निवेश भारतीय रिजर्व बैंक और केन्द्रीय सरकार द्वारा अनुमोदित निक्षेपागार प्रतिभागियों की सुरक्षा अभिरक्षा में दर्ज किए जाएं, जो इसके संरक्षक होंगे। स्थापना की बंदी या परिसमापन या कर्मचारी भविष्य निधि, 1952 से छूट पर यह संरक्षक, न्यास के नाम पर प्राप्त तथा अपने जमा में पड़े निवेश को संबंधित क्षेत्रीय भविष्य निधि आयुक्त के, इस आषय के, अनुरोध पर संबंधित क्षेत्रीय भविष्य निधि आयुक्त को सीधे अंतरित करेगा।

20. स्थापना संबंधित क्षेत्रीय भविष्य निधि आयुक्त को उन निक्षेपागार प्रतिभागियों (भारतीय रिजर्व बैंक और केन्द्रीय सरकार द्वारा अनुमोदित) के विवरण से सूचित करेगी, जिनके पास तथा जिनकी सुरक्षा अभिरक्षा में न्यास के नाम पर किए गए निवेश अर्थात् प्रतिभूतियों, बाण्डों आदि में किए गए निवेश दर्ज किए गए हैं। तथापि, न्यासी बोर्ड उस धनराशि की उगाही कर सकता है, जो दावों के निपटान, नियमानुसार अग्रिमों की मंजूरी और नियोक्ता की सेवा छोड़ने की स्थिति में सदस्य के भविष्य निधि संचयन के अंतरण और प्रतिभूतियों की बिक्री द्वारा अन्य किसी प्राप्तियों अथवा क्षेत्रीय भविष्य निधि आयुक्त के पूर्व अनुमोदन के शर्ताधीन निधि के नाम में पड़े अन्य निवेशों जैसे बाध्यकारी व्ययों को पूरा करने के लिए अपेक्षित हों।

21. न्यास द्वारा किए गए निवेशों के लिए किसी वित्तीय या अन्य संस्थाओं द्वारा दिए जाने वाले किसी कमीशन, प्रोत्साहन, बोनस या अन्य आर्थिक लाभ इसके खाते में डाले जाएं।

22. नियोक्ता और न्यासी बोर्ड के सदस्य शर्तों का पालन करने की सहमति देते हुए लिखित वचन देंगे तथा यह वैधिक रूप से नियोक्ता और न्यासी बोर्ड के उत्तराधिकारियों और समनुदेशितों पर उनके साथ-साथ बाध्यकारी होगा।

23. नियोक्ता और न्यासी बोर्ड छूट के रद्द होने की स्थिति में संबंधित क्षेत्रीय भविष्य निधि आयुक्त द्वारा विहित समय सीमा के भीतर तत्काल निधियों का अंतरण करने का वचन भी देगा। यह उन पर कानूनी रूप से बाध्यकारी होगा तथा उन्हें निधियों के अंतरण में कोई विलंब होने की स्थिति में अभियोजन का भागी बनाएगा।

24. (क) न्यासी बोर्ड द्वारा अनुरक्षित भविष्य निधि खाता किसी योग्य स्वतंत्र चार्टर्ड लेखाकार द्वारा वार्षिक रूप से लेखा-परीक्षा करने के शर्ताधीन होगा। जहां भी आवश्यक समझा जाए, वहां कर्मचारी भविष्य निधि संगठन को अधिकार होगा कि यह किसी अन्य योग्य लेखा-परीक्षक द्वारा खातों की लेखा-परीक्षा कराए तथा इस प्रकार हुए खर्च नियोक्ता द्वारा वहन किए जाएंगे।

(ख) लेखा-परीक्षकों द्वारा वित्तीय वर्ष अर्थात् 1 अप्रैल से 31 मार्च तक की समाप्ति के बाद छह महीने के भीतर लेखा-परीक्षित तुलन-पत्र सहित लेखा-परीक्षक की रिपोर्ट की प्रति सीधे इस कार्यालय में प्रस्तुत की जाए। तुलन-पत्र का प्रारूप और इस रिपोर्ट में प्रस्तुत की जाने वाली जानकारी कर्मचारी भविष्य निधि संगठन द्वारा निर्धारित की जाएगी तथा संबंधित क्षेत्रीय भविष्य निधि आयुक्त के कार्यालय में इलैक्ट्रॉनिक प्रारूप के साथ हस्ताक्षरित प्रतिलिपि में उपलब्ध कराई जाएगी।

(ग) एक ही लेखा-परीक्षकों को लगातार दो वर्ष के लिए तथा अगले वित्तीय वर्ष के पहले दिन से मिली छूट से अधिक के लिए नियुक्त न किया जाए।

25. लगातार तीन वित्तीय वर्षों तक कोई हानि या पूंजी आधार में कटौती को अगले वित्तीय वर्ष के पहले दिन से मिली छूट प्राप्त होगी।

26. नियोक्ता प्रत्येक माह की समाप्ति से 15 दिन के भीतर निरीक्षण हेतु ऐसी सुविधाओं का प्रावधान करेगा तथा ऐसे निरीक्षण प्रभारों का भुगतान करेगा जो केन्द्रीय सरकार द्वारा अधिनियम की धारा 17 के उप-खण्ड (3) के खण्ड (क) के अंतर्गत समय-समय पर दिए निर्देशों के अनुसार हों।

27. न्यासी बोर्ड या नियोक्त द्वारा छूट देने के लिए शर्तों के किसी उल्लंघन की स्थिति में दी गई छूट संबंधित व्यक्ति को इस संबंध में कारण बताओ नोटिस जारी करने के बाद रद्द कर दी जाएगी।

28. किसी भी धोखे, गबन, गलत निवेश निर्णयों आदि के फलस्वरूप ट्रस्ट को हुए किसी भी नुकसान की स्थिति में नियोक्ता नुकसान पूरा करने का भागी होगा।

29. किसी विलय, अविलय, अभिग्रहण, बिक्री, एकीकरण, सहायक कंपनी का गठन चाहे पूर्णतः स्वामित्व वाली हो या नहीं इत्यादि के फलस्वरूप यदि प्रतिष्ठान की कानूनी स्थिति में कोई भी बदलाव होता है तो दी गई छूट निरस्त होगी एवं प्रतिष्ठान को तुरंत नई छूट देने के लिए मामले की रिपोर्ट करनी चाहिए।

30. एक ही भविष्य निधि ट्रस्ट में एक से अधिक इकाई/प्रतिष्ठानों के भाग लेने की स्थिति में भाग लेने वाली इकाईयों के किसी भी ट्रस्टी/नियोक्ता द्वारा कोई भी चूक होने पर सभी ट्रस्टी संयुक्त रूप से एवं अलग से जिम्मेदार/उत्तरदायी होंगे और आरपीएफसी आम भविष्य निधि ट्रस्ट के सभी न्यासियों के विरुद्ध उपयुक्त कानूनी कार्रवाई करेगा।

31. केन्द्र सरकार प्रतिष्ठान की छूट की निरंतरता के लिए शर्तों को बढ़ा सकती है और जब भी इनको संप्रेषित किया जाएगा ये प्रतिष्ठान इन अतिरिक्त शर्तों का अनुपालन करने के लिए बाध्य होंगे।

New Delhi, the 23rd June, 2014

**S.O. 1814.**—Whereas M/s. Tribal Co-operative Marketing Development Federation of India Ltd. [under Code No. DI/11208 in Delhi (South) region] (hereinafter referred to as the establishment) has applied for exemption under clause (a) of sub-section (1) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the Act).

2. And whereas in the opinion of the Central Government, the rules of the provident fund of the said establishment with respect to the rates of contribution are not less favourable to employees therein than those specified in Section 6 of the said Act and the employees are also in enjoyment of other provident fund benefits provided under the said Act or under the Employees' Provident Funds Scheme, 1952 (hereinafter referred to as the Scheme) in relation to the employees in any other establishment of similar character.

3. Now, therefore, in exercise of the powers conferred by clause (a) of sub-section (1) of Section 17 of the said

Act and subject to the conditions annexed with this notification, the Central Government, hereby, exempts the said establishment from the operation of all the provisions of the said Scheme with effect from 01-04-1989 until further notification.

(No.S-35015/54/2014-SS-II)

SUBHASH KUMAR, Under Secy.

#### ANNEXURE

#### CONDITIONS FOR GRANT OF EXEMPTION FROM THE PROVISIONS OF EMPLOYEES PROVIDENT FUND SCHEME, 1952

1. The employer shall establish a Board of Trustees under his Chairmanship for the management of the Provident Fund according to such directions as may be given by the Central Government or the Central Provident Fund Commissioner, as the case may be, from time to time. The provident fund shall vest in the Board of Trustees who will be responsible for and accountable to the Employees' Provident Funds Organisation, inter alia, for proper accounts of the receipts into and payment from the Provident Fund and the balance in their custody. For this purpose, the "employer" shall mean:-

- (i) In relation to an establishment, which is a factory, the owner or occupier of the factory: and
- (ii) In relation to any other establishment, the person who, or the authority, that has the ultimate control over the affairs of the establishment.

2. The Board of Trustees shall meet at least once in every three months and shall function in accordance with the guidelines that may be issued from time to time by the Central Government/Central Provident Fund Commissioner (CPFC) or an officer authorized by him.

3. All employees' as defined in Section 2(f) of the act, who have been eligible to become members of the Provident Fund' had the establishment not been granted exemption, shall be enrolled as members.

4. Where an employee who is already a member of Employees' Provident Fund or a Provident Fund of any other exempted establishment is employed in his establishment, the employer shall immediately enroll him as a member of the fund. The employer should also arrange to have the accumulations in the Provident Fund account of such employee with his previous employer transferred and credited into his account.

5. The employer shall transfer to the Board of Trustees the contributions payable to the Provident Fund by himself and employees at the rate prescribed under the

Act from time to time by the 15<sup>th</sup> of each month following the month for which the contributions are payable. The employer shall be liable to pay simple interest in terms of the provisions of Section 7Q of the Act for any delay in payment of any dues towards the Board of Trustees.

6. The employer shall bear all the expenses of the administration of Provident Fund and also make good any other loss that may be caused to the Provident Fund due to theft, burglary, defalcation, misappropriation or any other reason.

7. Any deficiency in the interest declared by the Board of Trustees is to be made good by the employer to bring it up to the statutory limit.

8. The employer shall display on the notice board of the establishment, a copy of the rules of the funds as approved by the appropriate authority and as and when amended thereto along with a translation in the language of the majority of the employees.

9. The rate of contributions payable, the conditions and quantum of advances and other matters laid down under the provident fund rules of the establishment and the interest credited to the account of each member, calculated on the monthly running balance of the member and declared by the Board of Trustees shall not be lower than those declared by the Central government under the various provisions prescribed in the Act and Scheme framed thereunder.

10. Any amendment to the Scheme, which is more beneficial to the employees than the existing rules of the establishment, shall be made applicable to them automatically pending formal amendment of the Rules of the Trust.

11. No amendment in the rules shall be made by the employer without the prior approval of the Regional Provident Fund Commissioner. The Regional Provident Fund Commissioner shall before giving his approval give a reasonable opportunity to the employees to explain their point of view.

12. All claims for withdrawals, advances and transfers should be settled expeditiously, within the maximum time frame prescribed by the Employees' Provident Fund Organisation.

13. The Board of Trustees shall maintain detailed accounts to show the contributions credited withdrawal and interest in respect of each employee. The maintenance of such records should preferably be done electronically. The establishments should periodically transmit the details of members' accounts electronically as and when directed by the Central Provident Commissioner/Regional Provident Fund Commissioner.

14. The Board of Trustees shall issue an annual statement of accounts or pass books to every employee within six months of the close of financial/accounting year free of cost once in the year. Additional printouts can be made available as and when the members want, subject to nominal charges. In case of passbook, the same shall remain in custody of employee to be updated periodically by the Trustees when presented to them.

15. The employer shall make necessary provisions to enable all the members to be able to see their account balance from the computer terminals as and when required by them.

16. The Board of Trustees and the employer shall file such returns monthly/annually as may be prescribed by the Employees' Provident Fund Organisation within the specified time limit, failing which it will be deemed as a default and the Board of Trustees and employer will jointly and separately be liable for suitable penal action by the Employees' Provident Fund Organisation.

17. The Board of Trustees shall invest the monies of the provident fund as per the directions of the Government from time to time. Failure to make investments as per directions of the Government shall make the Board of Trustees separately and jointly liable to surcharge as may be imposed by the Central Provident Fund Commissioner or his representative.

18. (a) The securities shall be obtained in the name of Trust. The securities so obtained should be in dematerialized (DEMAT) form and in case the required facility is not available in the areas where the trust operates the Board of Trustees shall inform the Regional Provident Fund Commissioner concerned about the same.

(b) The Board of Trustees shall maintain a script wise register and ensure timely realization of interest.

(c) The DEMAT Account should be opened through depository participants approved by Reserve Bank of India and Central Government in accordance with the instructions issued by the Central Government in this regard.

(d) The cost of maintaining DEMAT account should be treated as incidental cost of investment by the Trust. Also all types of cost of investments like brokerage for purchase of securities etc. shall be treated as incidental cost of investment by the Trust.

19. All such investments made like purchase of securities and bonds, should be lodged in the safe custody of depository participants approved by Reserve Bank of India and Central Government, who shall be the custodian of the same. On closure of establishment or liquidation or cancellation of exemption from EPF Scheme, 1952 such custodian shall transfer the investment obtained in the name of the Trust and standing in its credit to the Regional



PF Commissioner concerned directly on receipt of request from the Regional PF Commissioner concerned to that effect.

20. The establishment shall intimate to the Regional P.F. Commissioner concerned the details of depository participants (approved by RBI and Central Government), with whom and in whose safe custody, the investments made in the name of trust, viz., investments made in securities, bonds, etc. have been lodged. However, the Board of Trustees may raise such sum of sums of money as may be required for meeting obligatory expenses such as settlement of claims, grant of advances as per rules and transfer of member's PF accumulations in the event of his/her leaving service of the employer and any other receipts by sale of the securities or other investments standing in the name of the Fund subject to the prior approval of the Regional PF Commissioner.

21. Any commission, incentive, bonus or other pecuniary rewards given by any financial or other institutions for the investments made by the Trust should be credited to its account.

22. The employer and the members of the Board of Trustees, shall furnish a written undertaking agreeing to abide by the conditions and this shall be legally binding on the employer and the Board of Trustees, including their successors and assignees.

23. The employer and the Board of Trustees shall also give an undertaking to transfer the funds promptly within the time limit prescribed by the concerned RPFC in the event of cancellation of relaxation. This shall be legally binding on them and will make them liable for prosecution in the event of any delay in the transfer of funds.

24. (a) The account of the Provident Fund maintained by the Board of Trustees shall be subject to audit by a qualified independent chartered accountant annually. Where considered necessary the EPFO shall have the right to have the accounts re-audited by any other qualified auditor and the expenses so incurred shall be borne by the employer.

(b) A copy of the Auditor's report alongwith the audited balance sheet should be submitted to this office by the Auditors directly within six months after the closing of the financial year from 1<sup>st</sup> April to 31<sup>st</sup> March. The format of the balance sheet and the information to be furnished in the report shall be prescribed by the Employees' Provident fund Organisation and made available with the RPFC office in electronic format as well as a signed hard copy.

(c) The same auditors should not be appointed for two consecutive years and not more than the relaxation withdrawn from the first day of the next succeeding financial year.

25. Any loss for the three consecutive financial years or erosion in the capital base shall have the relaxation withdrawn from the first day of the next succeeding financial year.

26. The employer shall provide for such facilities for inspection and pay such inspection charges as the Central Government may from time to time direct under clause (a) of sub-section (3) of Section 17 of the Act within 15 days from the close of every month.

27. In the event of any violation of the conditions for grant of relaxation, by the employer or the Board of Trustees, the relaxation granted shall be cancelled after issuing a show cause notice in this regard to the concerned persons.

28. In the event of any loss to the trust as a result of any fraud, defalcation, wrong investment decisions etc. the employer shall be liable to make good the loss.

29. In case of any change of legal status of the establishment as a result of merger, de-merger, acquisition, sale, amalgamation, formation of a subsidiary, whether wholly owned or not etc., the relaxation granted shall stand revoked and the establishment should promptly report the matter for grant of fresh relaxation.

30. In case there are more than one unit/ establishment participating in the common Provident Fund Trust, all the trustees shall be jointly and separately liable/ responsible for any default committed by any of the trustees/employer of any of the participating units and the RPFC shall take suitable legal action against all the trustees of the common Provident Fund Trust.

31. The Central Government may lay down further conditions for continuation of exemption of the establishment and the establishment shall be bound to comply with these additional conditions as and when the same are communicated.

नई दिल्ली, 24 जून, 2014

**का.आ. 1815.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बी. सी. सी. एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 2, धनबाद के पंचाट (संदर्भ संख्या 11/2013) को प्रकाशित करती है जो केन्द्रीय सरकार को 24/06/2014 को प्राप्त हुआ था।

[सं. एल-20012/93/2012-आईआर (सीएम-1)]

एम. के. सिंह, अनुभाग अधिकारी

New Delhi, the 24th June, 2014

**S.O. 1815.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central

Government hereby publishes the Award (Ref. 11/2013) of the Cent. Govt. Indus. Tribunal-cum-Labour Court No. 2, Dhanbad as shown in the Annexure, in the industrial dispute between the management of M/s. BCCL, and their workmen, received by the Central Government on 24/06/2014.

[No. L-20012/93/2012-IR (CM-I)]

M. K. SINGH, Section Officer

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2), AT DHANBAD

**PRESENT :** SHRI KISHORI RAM, Presiding Officer

In the matter of an Industrial Dispute under Section 10(1) (d) of the I.D. Act, 1947.

#### REFERENCE NO. 11 OF 2013.

**PARTIES :** The President  
BCCL Zone, Rastriya Colliery Mazdoor  
Congress, Hirapur, Dhanbad

**Vs.**

General Manager,  
Kusunda Area of M/s BCCL,  
Kusunda, Dhanbad

Ministry's Order No L-.20012/93/2012-IR(CM-I)

Dt. 07.01.2013.

#### APPEARANCES:

On behalf of the : None  
workman/union

On behalf of the : Mr. Nitish Sahay, Ld. Advocate  
Management

State : JHARKHAND Industry : Coal

Dated, Dhanbad, the 11th March, 2014

#### AWARD

The Government of India, Ministry of Labour, in exercise of the powers conferred on then under Sec. 10 (1) (d) of the I.D. Act., 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012/93/2012-IR(CM-I) dt.07.01.2013.

#### SCHEDULE

“Whether the action of the Management of Kusunda Area of M/s BCCL in dismissing Sri Rahmatulla Khan, Despatch Clerk from the services of the Company from 8-7-1999 is fair and justified? To what relief is the workman concerned entitled?

2. Neither any representative for RCMC, Hirapur, nor workman Rahmatulla Khan appeared nor any written statement with any document filed on behalf of the

workman despite last chance for it. But Mr. Niticsh Sahay, Ld. Advcate for the O.P./Management concerned is present.

On perusal of the case record, I find the case has been all along pending for filing the written statement along with the documents on behalf of the workman, for which Regd. Notices dt.7.3.2013, 1.10.2013 and lastly dt. 28.11.2013 have been issued to the President of the Union concerned on the same address as noted in the reference itself, yet no response whatsoever from the side of the Union or the workman. The Union Representative and the workman by their conducts appear to be quite reluctant and unwilling to pursue the Industrial Dispute for its finality. Under these circumstances, the case is closed as no Industrial Dispute existent; accordingly an order is passed.

KISHORI RAM, Presiding Officer

नई दिल्ली, 24 जून, 2014

**का.आ. 1816.**—औद्योगिक विवाद अधिनियम, 1947 ( 1947 का 14 ) की धारा 17 के अनुसरण में केन्द्रीय सरकार ब्रिटिश एअरवेज के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय कोलकता के पंचाट ( संदर्भ संख्या 38 of 2004 ) को प्रकाशित करती है जो केन्द्रीय सरकार को 24/06/2014 को प्राप्त हुआ था।

[ सं. एल-11012/23/2004-आईआर ( सीएम-1 ) ]

एम. के. सिंह, अनुभाग अधिकारी

New Delhi, the 24th June, 2014

**S.O. 1816.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 38/2004) of the Cent. Govt. Indus. Tribunal-cum-Labour Court Kolkata as shown in the Annexure, in the industrial dispute between the management of M/s. British Airways, and their workmen, received by the Central Government on 24/06/2014.

[No. L-11012/23/2004-IR (CM-I)]

M. K. SINGH, Section Officer

#### ANNEXURE

#### CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT KOLKATA

#### Reference No. 38 of 2004

**Parties :** Employers in relation to the management of  
British Airways

**AND**

Their workmen

**Present :** Justice Dipak Saha Ray, Presiding Officer

नई दिल्ली, 24 जून, 2014

**APPEARANCES:**

On behalf of the : Mr. Rekha Ghosh, Ld. Advocate  
Management

On behalf of the : None  
Workman

State : West Bengal

Industry : Airlines

Dated, the 18th March, 2014

**AWARD**

By Order No. L-11012/23/2004-IR (CM-I) dated 14.09.2004 the Government of India Ministry of Labour in exercise of its powers under Section 10(1)(d) and (2A) of the industrial Disputes Act, 1947 referred the following dispute to this Tribunal for adjudication:

“Whether the action of the management of Eastern India, British Airways PLC, 41 Chowringhee Road, Kolkata - 700071 in dismissing the services of Shri B.N. Basu, Senior Reservation Assistant w.e.f. 18.1.02 is legal and justified? If not to what relief is the workman concerned entitled?”

2. When the case is taken up today, none appears on behalf of the workman though the management is represented by its Ld. Advocate. It appears from the records that the workman was given several opportunities to appear before the Tribunal for hearing of the petition filed by the parties in the matter of settlement of the instant dispute; but inspite of getting such opportunities he has not turned up.

3. The above facts and circumstances go to show that the concerned workman is not at all interested to proceed with the reference case further. The said conduct of the workman also goes to show that he is not at all interested about the settlement of the case though the application for settlement has been filed by the parties including himself

4. In view of the above facts and circumstances, present reference is disposed of by passing a “No Dispute Award”.

Dated, Kolkata,

The 18th March, 2014.

JUSTICE DIPAK SAHA RAY, Presiding Officer

**का.आ. 1817.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार सी. सी. एल. के प्रबंधन के संबंधित नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 1, धनबाद के पंचाट (संदर्भ संख्या 148 of 1994) को प्रकाशित करती है जो केन्द्रीय सरकार को 24/06/2014 को प्राप्त हुआ था।

[सं. एल-20012/398/1993-आईआर (सी-1)]

एम. के. सिंह, अनुभाग अधिकारी

New Delhi, the 24th June, 2014

**S.O. 1817.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 148/1994) of the Cent. Govt. Indus. Tribunal-cum-Labour Court No. 1, Dhanbad as shown in the Annexure, in the industrial dispute between the management of M/s. CCL, and their workmen, received by the Central Government on 24/06/2014.

[No. L-20012/398/1993-IR (C-I)]

M. K. SINGH, Section Officer

**ANNEXURE**

**BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL (NO. 1) DHANBAD**

In the matter of reference U/S 10 (I) (d) (2A) of I.D. Act.

**Ref. No. 148 of 1994.**

Employer in relation to the management of Rajrappa  
Washery, M/s. CCL,

**AND**

Their workmen

**Present :** Sri Ranjan Kumar Saran, Presiding Officer

**Appearances:**

For the Employers : Sri D.K. Verma, Advocate

For the workman : Sri D. Mukherjee, Rep

State : Jharkhand.

Industry :-Coal.  
Dated 13/5/2014

**AWARD**

By Order No. L-20012/398/1993-IR (C-I), dated 14/06/1994, the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following disputes for adjudication to this Tribunal:

**SCHEDULE**

“Whether the claim of Shri Ram Kumar Mahto and 94 other workmen (as per the list annexed) for regularization by the management of Rajrappa washery of C.C.L. with back wages are legal & Justified? If so, to what relief is the workmen concerned entitled and from what date ?”

**Annexure**

M/S. VINAY ENGINEERING

Rajrappa Wabhery Project.

List of workers

| Sl. No. | Name                   | Father's Name & Address  |
|---------|------------------------|--|
| 1.      | Sri Ram Kumar Mahto    | Late Fucha Mahto, Vill- Kundru Khurd, P.O.-Lari, Dt. Hazaribagh                            |
| 2.      | Sri Gulab Mahto        | Sri Pusha Mahto, Vill- Mael, P.O. Chitarpur Distl.-Hazaribagh                              |
| 3.      | Sri Munilal Prasad     | Sri Sheo Prasad, Vill. & P.O. Chitarpur Distt.- Hazaribagh                                 |
| 4.      | Md. Shafiullah Khalid  | Md. Atta Ullah, Vill. & P.O. Chitarpur Distt. Hazaribagh                                   |
| 5.      | Sri Satydeo Ram        | Sri Lilu Mahto, Vill. & P.O. - Barki Pona Distt.-Hazaribagh                                |
| 6.      | Sri Niranjana Sahu     | Late Dilunath Sahu, Vill. & P.O.- Chitarpur, Distt. Hazaribagh                             |
| 7.      | Sri Govind Karmali     | Late Laxman Karmali Vill- Hethgarha, P.O.-Banda, Dist. Hazaribagh                          |
| 8.      | Sri Anil Kumar         | Sri Habbu Mahto, Vill. & P.O.- Barki Pona, Distt. - Hazaribagh                             |
| 9.      | Sri Chandeshwar Das    | Sri Jivadhan Das, C/O- Kamal Das (Mael Bazar) Vill. & P.O.- Chitarpur, Distt. - Hazaribagh |
| 10.     | Sri Deochand Mahto     | Sri Chhutan Mahto, Vill. & P.O.- Barki Pona, Disll.-Hazaribagh                             |
| 11.     | Sri Chanchal Kr. Ghosh | Sri G.S. Ghosh, Vill. & P.O.- Bhavaidighi, Distt.- Bankura, (W.B.)                         |

|     |                         |   |
|-----|-------------------------|---|
| 12. | Sri Ritulal Mahto       | Late Puna Mahto, Vill.- Kundru Khurd, P.O. - Lari, Hazaribagh                   |
| 13. | Sri Baleshwar Prasad    | Late Mahadeo Mahto, Vill.- Chhotaki Pona, P.O.- Barki Pona, Distt. - Hazaribagh |
| 14. | Sri Shivdayal Mahto     | Sri Mohit Mahto, Vill. & P.O. - Honhey, Distt. Hazaribagh                       |
| 15. | Sri Gopal Ram           | Sri Habbu Mahto, Vill. & P.O.- Barki Pona, Distt.- Hazaribagh                   |
| 16. | Sri Bimal Kant Jha      | Sri Krishna Jivan Jha, Vill.- Dhandhua, P.O- Dhandhua, Dt. Vaishali.            |
| 17. | Sri Roshanlal Shahu     | Sri Dhani Shahu, Vill. & P.O.- Chitarpur, Distt. Hazaribagh                     |
| 18. | Sri S.N. Goswami        | Sri R.B. Goswami, Vill.- Bishanpura, P.O.-Korupindria, Distt.- Rohtas           |
| 19. | Sri T. Bhagat           | Late Kunda Bhagat Vill.- Tapkara, P.O.- Pachanga, Distt.- Ranchi                |
| 20. | Sri Dineshwar Thakur    | Late Meghu Thakur Vill- Aajania, P.O.- Kunda, Dist- Aurangabad                  |
| 21. | Sri Ashok Singh         | Sri Ramjatan Singh Vill.- Sondh, P.O.- Sandi- Chitarpur, Distt. Hazaribagh      |
| 22. | Sri Kali Mahto          | C/o.D.N. Choudhari Vill. & P.O.- Saudi, Distt.- Hazaribagh                      |
| 23. | Sri Lakshman Mahto      | Sri Jaldhar Mahto. Vill.- Borobing, P.O.- Barki Pona, Distt.- Hazaribagh        |
| 24. | Md. Nourddin            | Late Sirajuddin, Vill. & P.O.- Chitarpur, Distt.- Hazaribagh                    |
| 25. | Sri Ramdas Kr. Das      | Sri Kamal Das, Vill. & P.O.- Chitarpur, Distt. -Hazaribagh                      |
| 26. | Sri L. N. Singh         | Sri D.N. Singh Vill- Sondh, P.O.- Sandi, Distt. -Hazaribagh                     |
| 27. | Sri Laldeo Mahto        | Sri Loka Mahto, Vill.- Borobing, P.O.-Barki Pona, Distt. - Hazaribagh           |
| 28. | Md. Javed Ahmed         | Sri Izhar Hussain, Chitarpur, Distt. Hazaribagh                                 |
| 29. | Sri B.K. Sinha          | Sri P.N. Sinha Vill.-Bhagwatpur, P.O.-Katrisarai, Distt.- Nalanda               |
| 30. | Sri Rajeshwar Ram Dhang | Sri Habbu Mahto, Vill. & P.O.- Barki Pona, Distt.-Hazaribagh                    |
| 31. | Sri Karan Singh         | Late Tall Singh Vill.& P.O.. Durgapur, Dist. Burdwan(W.B)                       |
| 32. | Sri Dhaneshwar Mahto    | Sri Tikka Mahto, Vill.- Borobing, P.O.- Barki Pona, Distt.- Hazaribagh          |

|                               |  |                          |   |
|-------------------------------|--|--------------------------|---|
| 33. Sri Sakhichand Mahto      | Late Maharang Mahto, Vill.-Koihara, P.O.-Sandi, Dist.-Hazaribagh               | 49. Sri Ishwar Upadhyay  | Sri Upadhyay, Vill.-Huppu, P.O.-Gola, Distt.-Hazaribagh                               |
| 34. Sri Amit Kr. Rai          | Sri Anath Bandhu Rai, Vill.-Khudibera, P.O.-Karma, Vill.-Kashmar, Dt. Giridih, | 50. Sri Babulal Mahto    | Sri Balram Mahto, Vill. & P.O.-Honhey, Distt. Hazaribagh.                             |
| 35. Sri Manohar Ram           | Sri A. Mishtri, Vill.-Marangmarcha, P.O.-Sandi, Dist.-Hazaribagh               | 51. Sri Aist Kr. Paddar  | Late Basu Shabu, Vill. & P.O.-Chitarpur, Distt.-Hazaribagh.                           |
| 36. Sri Laldeo Munda          | Sri Niwaran Munda, Vill.-Koihara, P.O.-Sandi, Distt.-Hazaribagh                | 52. Sri Indraeo Singh    | Sri S. N. Singh, Vill.-Sondh, P.O.-Chitarpur, Distt. Hazaribagh.                      |
| 37. Sri Bishnu Mahto          | Sri Jaipal Mahto, Vill.-Koihara, P.O.-Sandi, Distt.-Hazaribagh                 | 53. Sri Yugal Prasad     | Sri Shyamdeo Mahto Vill.-Jovia P.O. Banda Distt.-Hazaribagh                           |
| 38. Sri D. P. Poddar          | Late Radha Shahu, Mael Bazar, P.O. Chitarpur, Distt.-Hazaribagh                | 54. Md. Noor Mohammad    | Md. Rahmat Khan Vill.-Chitarpur, P.O. Chitarpur, Distt.-Hazaribagh                    |
| 39. Sri Chamu Ram             | Sri Meghu Ram, Vill.-Marangmarcha, P.O.-Sandi, Distt.-Hazaribagh               | 55. Puroshottam Nayak    | Sri Damodar Nayak Vill & P.O.-Jaipur Dist. Ganjam (Orissa)                            |
| 40. Sri Jaswant Singh         | Sri Ramadhar Singh Vill.-Sondh, P. O. Sandi, Distt.-Hazaribagh                 | 56. Abhay Singh          | Sri B. P. Singh Vill. Jothor Jernia P.O. Jothor Jemia, Distt. Hazaribagh              |
| 41. Sri Dhananjay Kr.,        | Late Kumud Sahu, Vill.-Chitarpur, P.O.-Chitarpur, Distt.-Hazaribagh            | 57. B. N. Chouhan        | Sri Ram Dayal Chouhan Vill.-Vidya Bhawan P.O.-Naryanpur Distt. Balia (U.P.)           |
| 42. Sri Baleshwar             | Nand Kishore Upadhyay, Vill.-Huppu, P.O.-Gola, Distt.-Hazaribagh.              | 58. Baldeo Mahto         | Sri Kitu Mahto, Vill. Barkajara P.O.-Banda Distt.-Hazaribagh                          |
| 43. Sri Jagdish Prasad        | Mochi Sao, Mael Bazar, Vill & P.O. Chitarpur, Dist. Hazaribagh                 | 59. Munshi Singh         | Sri Gurdayal Singh, Vill. & P.O.-Banahappa Distt. Hazaribagh.                         |
| 44. Sri Ramadhar Tiwari       | K. D. Tiwari, Jawahar Road. Vill. & P.O. Chitarpur, Distt.-Hazaribagh          | 60. Duryodhan Prasad     | Sri Ailopi Pd. Verma Vill. Proadhameda Ka Purba P.O.-Dhrigraj Distt.-Patapgarh (U.P.) |
| 45. Sri Umesh Kr. Sinha       | Sri D. K. Sinha Near Shanti Talkese, Ramgarh Cantt. Distt.-Hazaribagh          | 61. Md. Anwarulla        | Md. Abedur Rahman, Vill & P.O.-Chitarpur, Distt.-Hazaribagh.                          |
| 46. Sri Surendra Kr. Singh    | Sri Yamuna Singh Vill.-Shibnagar, P.O.-Madhupur, Via-Tekari, Dist.-Hazaribagh  | 62. Pradeep Chatterjee   | Sri M. L. Chaterjee Qtr. No. A-4/9/3 V.K. Nagar, P.O.-Durgapur, Distt.-Burdwan (W.B.) |
| 47. Sri Sudhir Kumar Swarnkar | Sri Diwakar Swarnkar, Vill. & P.O.-Chitarpur, Distt.-Hazaribagh                | 63. Gouri Shankar Thakur | Late R.K. Thakur, Vill. Bishanpur, P.O. Bhtahai, Distt.-Sitarnarhi (Bihar)            |
| 48. Sri Nakul Mahto (N.A.M.C) | Sri Jaldhar Mahto, Vill.-Borobing. P.O.-Barki Pona, Distt. Hazaribag           | 64. R. N. Patra          | Sri S. S. Patra Vill. Chakdaha P.O.-Purba Ittara, Distt.-Mednipur (W.B.)              |



|                           |  |  |   |
|---------------------------|--|--|---|
| 65. S.N.Pd.               | Sri Badri Prasad, Vill & P.O.-Katkarnsandi, Distt.-Hazaribagh.                 | 82. J. P. Singh  | Sri Bishundeo Singh Vill & P.O.-Nayagaon-I, Distt.-Khagaria (Bihar)             |
| 66. S.M.Iqurarnabi        | Md. Anwar Nabbi Vill. R.O. Chitarpur, Distt.-Hazaribagh                        | 83. Damodar Yadav  | Sri Chhedi Yadav Vill. & P.O.-Jarndih, Distt.-Ajamgarh(U.P.)                    |
| 67. Md. Ahmad Hussian     | Md. Ali Abbas Vill. & P.O.-Chitarpur, Distt. Hazaribagh.                       | 84. Birendra Yadav   | Sri Chhedi Yadav Vill. & P.O.-Jarndih, Distt.-Ajamgarh (U.P.)                   |
| 68. Md. Mohtasimbillah    | Md. Fakruddin Ahmad, Vill. & P.O.-Chitarpur, Distt.-Hazaribagh.                | 85. S.K. Acharyajee  | Sri P. C. Acharyajee Vill: & P.O.-Moko, Distt.-Dhanbad.                         |
| 69. Mahraj Uraon          | Sri Lal Singh Vill: Butter Kalan Distt. Gurdaspur (Punjab)                     | 86. K. B. Thappa   | Sri Sashidhar Thappa Vill. & P.O.-Bijulia Ramgarh Cantt., Distt.-Hazaribagh.    |
| 70. R.K. Mistry           | Sri Gujan Mistry Vill, Dewa Dariya, P.O.-Madania, Distt.-Hazaribagh.           | 87. Jagthwar Mistry  | Sri Goutarn Mistry Vill. Pachgarna P.O.-Bhorne, Distt.-Gaya                     |
| 71. Gopal Singh           | Sri Ambika Singh Qtr. No. B-3/4 At & R.O.-Rajrappa Colliery, Distt.-Hazaribagh | 88. S. Anthony   | Sri Anthony Oas Vill & P.O. IAG- Bhadaninagar, Distt.-Hazaribagh.               |
| 72. Md. Murtuza           | Md. Mustafa, Vill & P.O.-Chitrapur, Distt.-Hazaribagh.                         | 89. G. S. Jha  | Sri Arvind Jha Vill: Vistikuri, P.O.-Asarganj, Distt.-Bhagalpur,                |
| 73. Gobind Sahu           | Sri Bishun Sahu, Vill & P.O.-Katkamsandi, Distt.-Hazaribagh.                   | 90. Goutam Dey   | Sri Jallandhar Dey, Vill. Raghunathpur, P.O.-Raghunathpur, Oistt- Purulia (W.B) |
| 74. Md. Ramjan Ali        | Late Md. Abdul Mutalib, Vill. P.O.-Chitarpur, Distt.-Hazaribagh.               | 91. Basant Kr. Singh   | Sri Anirudh Singh, Vill: Sonpura P.O.-Itkhor, Distt.-Hazaribagh.                |
| 75. Bir Singh             | Sri Bachan Singh, Vill: Rampur P.O.-Gurnanpur, Distt.-Amritsar (Punjab)        | 92. Tarsen Singh   | Sri Mangal Singh, Vill: & P.O.-Pakhoke, Distt.-Amritsar (Punjab)                |
| 76. Abdul Wadud           | Late Md. Ahmad Hasan, Vill & P.O.-Chitarpur, Distt.-Hazaribagh.                | 93. Teju Ram   | Sri JodhiSao Vill & P.O.-Katkarnsandi, Distt.-Hazaribagh.                       |
| 77. Mahendar Prasad       | Late Bisheshwar Sonar, Vill. & P.O.-Chitarpur, Distt.-Hazaribagh.              | 94. Anand Pal Singh  | Sri Mangal Singh, Vill: & P.O.-Pakhoke, Distt.-Amritsar (Punjab) .              |
| 78. Birendra Kurnar Singh | Sri A. P. Singh Vill: Jethour Jamua, Distt.-Bhagalpur (Bihar)                  | 95. Dinesh Yadav   | Sri Jhari Gope Vill: Brijbashi P.O.-Kathara, Distt.-Giridih.                    |
| 79. Harandar Yadav        | Sri Bishundeo Yadav Vill: & P.O.-Jarndih, Distt.-Ajamgarh (U.P.)               | <p>2. After receipt of the reference the parties are noticed, Though they took steps for certain dates, subsequently did not appears nor take any interest in the case. It is presumed that the disputes between parties have been resolved in the meantime, Hence No Dispute Award is passed.</p> <p>R. K. SARAN, Presiding Officer</p> |   |
| 80. Md. Safdrul Hoda      | Md. Karnrul Hoda Vill & P.O. - Chitarpur, Distt.-Hazaribagh.                   |  |   |
| 81. Chumen Mahto          | Sri Gobardhan Mahto Vill: Marang Marcha, P.O.-Sandi, Distt.-Hazaribagh.        |  |   |

नई दिल्ली, 24 जून, 2014

**का.आ. 1818.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार कसटम एअर कार्गो के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय- न. 2, नई दिल्ली के पंचाट (संदर्भ संख्या 03/2010) को प्रकाशित करती है जो केन्द्रीय सरकार को 24-06-2014 को प्राप्त हुआ था।

[सं. एल-11012/61/2009-आईआर (सीएम-1)]

एम. के. सिंह, अनुभाग अधिकारी

New Delhi, the 24th June, 2014

**S.O. 1818.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 03/2010) of the Cent. Govt. Indus. Tribunal-cum-Labour Court- No 2, New Delhi as shown in the Annexure, in the industrial dispute between the management of M/s. Custom Air Cargo, and their workmen, received by the Central Government on 24-06-2014.

[No. L-11012/61/2009-IR (CM-I)]

M. K. SINGH, Section Officer

#### ANNEXURE

#### CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL- CUM-LABOUR COURT - II, KARKARDOOMA COURT COMPLEX, KARKARDOOMA, DELHI 110032

#### Present:

Shri HARBANSH KUMAR SAXENA

#### ID No. 03/2010

Sh. Mahavir Singh

Versus

Custom Air Cargo

#### Ex-parte Award

The Central Government in the Ministry of Labour vide notification No L-11012/61/2009-IR (CM-I) dated 17.02.2010 referred the following industrial Dispute to this tribunal for adjudication :-

- (i) Whether the action of the management of Custom Air Cargo in separating Sh. Mahavir, Helper/Tea Server from the services w.e.f. 10.09.2006 as contended by the workman concerned is justified and legal?
- (ii) To what relief is the workman concerned entitled?"

On 22.05.2010 reference was received in this tribunal. Which was register as I.D. No. 03/10 and claimant was called upon to file claim statement with in fifteen days from date of service of notice. Which was required to be accompanied with relevant documents and list of witnesses.

After service of notice workman/claimant filed claim statement. Wherein he stated as follows:-

1. That the workman was the permanent/ regular employee of management who was appointed as a Helper/tea Server in Export Shed, Air Cargo, IGI Airport, New Delhi w.e.f November 2001 and has been working for the same grade continuously for the period of 5 years.

2. That the workman had been working continuously in the establishment of the management as a Helper/Tea Server in Export Shed, Air Cargo, IGI Airport, New Delhi w.e.f November 2001 till his illegal dismissal on 10 September 2006 with the last drawn salary of Rs. 6000/- per month. The workman was performing his duties diligently, continuously, regularly, efficiently and up to the most satisfaction of management till his illegal dismissal/termination for the service on 10.09.2006.

3. That the workman submits that there were several persons employed by the management who were not given any appointment letter during their entire period of services and terminated the services without any notice like the workman. It is submitted that the management used to issue Gate Pass to my client as well as other persons who are/were employed by the management for permission to enter in IGI Airport, New Delhi.

4. That the management never issued any appointment letter either at the time of joining and during the entire service period to the workman . The management never provided necessary facilities like festival holidays, National Holidays, weekly holidays, casual and medical leaves , bonus, P.F., over-time etc. despite of calling for the same several times by the workman till his illegal dismissal on 10.09.2006.

5. That though the workman was appointed for the work of Helper/Tea Server but the workman used to work clerical job of making entries in all documents etc.

6. That the workman was doing his duties under the control, guidance and supervision of the management at the time of joining or during the entire service period. There is no complaint against the workman in his entire period of service.

7. That the workman was forced to work not only his casual duty but also the personal work/Begar of officials of the management like money withdrawn from bank, post office work, their children's work, marketing and purchasing households commodities due to which he was always harassed and tortured. Whenever the workman

tied to protest for his illegal demand, maltreatment, misbehavior and attitude, he was threatened to be dismissed from his job. The workman was performing his duties about 12 hours per day in normal routine.

8. That the management used to get annoyed whenever the workman demanded all such facilities like festival holidays, National holidays, weekly holidays, casual and medical leaves, bonus, P.F., over time etc. and used to threaten the termination of job of the workman.

9. That the management when did not give salary of the workman till 10.09.2006, the workman demanded his salary for the month of August 2006 but instead of giving the earned salary for the month of August 2006, the management terminated the service of the workman on same day on 10.09.2006 and thrown out the workman from office and asked the guard not to allow the workman to enter in office.

10. That the workman requested the management not to terminate his job as he has big family to support but the management clearly refused to take back the workman on service and terminated his service from 10.09.2008.

11. That the workman since then regularly visiting your office to get the job but the management refused to give work to the workman and informed that the service of the workman has been terminated and there is no work for him.

12. That the illegal termination of service of the workman is not only illegal but ab-initio, even the management had not given notice before illegal termination as required under the Industrial Dispute Act.

13. That the illegal termination of service of the workman is in violation of section 25-F of I.D. Act and other provisions of Labour Laws.

14. That seeing no way to settle the dispute the workman had to send the demand notice on 04.03.2008 through Regd. Post as well as Under Postal Certificate to the management. But despite of receiving of notice, the management has not reinstated the workman in his service till date.

15. That thereafter the workman raised industrial dispute before the Conciliation Officer-cum-Labour Commissioner wherein the management appeared however he refused to take back the workman on service hence the Assist. Labour Commissioner, ( C ), New Delhi has referred the said dispute before the Labour Court *vide* reference No. L-11012/61/2009-IR(CM-1).

16. That the workman is still unemployed despite of his best effort to get the job and facing financial crunch after illegal dismissal/termination by the management and since then the workman as well as his family is on the verge of starvation.

#### PRAYER

It is most respectfully prayed that the Hon'ble Court may graciously be pleased to pass the order:-

- (i) To reinstate the services of the workman/claimant along with all full back wages along with 18% interest per annum.
- (ii) To pay all the benefits and perquisites such as increment on salary, leave encashment, over time, bonus, house rent, conveyance charges, Medical Bill reimbursement, L.T.A. D.A., Ex-gratia, etc. should be given to the workman.
- (iii) To allow the compensation for causing harassment, mental torture and agony.
- (iv) To pass any other of further relief as this Hon'ble Tribunal may kindly be deemed fit in favour of workman and against the management.

Against claim statement management filed following written statements-

#### Preliminary Submissions/Objections:

1. That the Statement of claim filed by the Claimant / Workman is nothing but misuse and abuse of process of law. No cause of action has accrued to the Claimant / workman to file the present claim and the same has been filed for ulterior reasons. The workman has never been the employee of the management.

2. That the claim petition instituted by the claimant is absolutely misconceived and is filed in abuse to the process law.

3. That the Commissioner of Customs (Export) is the head of department and all department action relating to appointment are taken by him in accordance to the prescribed procedure. In the instant case, the complainant has made the Superintendent Customs (ACE), EFO/IFO New Custom House, Cargo, Indira Gandhi IGI Airport, New Delhi as appointment authority and as party. Superintendent Customs (ACE), EFO/IFO are not administrative head and are working as subordinate staff. During the period between November 2001 to 10 September 2006, more than 100 officers were posted as Superintendent Customs (ACE), EFO/IFO in Air Cargo Export. Mr. Mahavir Singh was never appointed as permanent / regular employee by the department and never worked as helper/tea server on behalf of department at any time between November, 2001 and 10 September, 2006. Therefore question, of termination of his services does not arise. Mr. Mahavir Singh has not given any proof of receipt of salary from the department. Mr. Mahavir Singh has made Superintendent Customs (ACE), EFO/IFO as party as management. Superintendent Customs (ACE), EFO/IFO are not administrative authority in the department and have no authority to appoint any person in the department. It is relevant to inform that period between November, 2001

and 10 September, 2006, more than 100 officer were posted as Superintendent Customs (ACE), EFO/IFO in Air Cargo Export.

**PARASWISE REPLY :**

1. That the contents of the corresponding para of the claim petition are patently wrong and vehemently denied. It is submitted that the workman had never been in the employment of the respondent department. It is further submitted that no payment had ever been made to anyone in the name of Mr. Mahavir Singh as salary/pay/wages/remuneration during the period between November, 2001 to September, 2006. There was/is no post or position as helper/tea server in the staff sanction of the respondent department either in export shed or at any other place and, therefore, there could be no question of the Complainant having ever been in the employment of the respondent.

2. That the contents of the corresponding para of the claim petition are patently wrong and vehemently denied. It is submitted that as already submitted in para 1, hereinabove, the complainant was never in the employment of the respondent. The complainant at no point of time was ever appointed as Helper/Tea Server in the respondent department and, therefore, there arise no question of termination of his service as claimed by the Complainant. Since the complainant was never in employment of the respondent, no salary was payable or ever paid to him. The assertion of the complainant that he was paid regularly up till 10.09.2006 @ Rs. 6,000 per month as salary is wrong and contrary to the fact on record. As per practice, all the payment made by the respondent including the salary to anyone are made through a pay bill/bills and disbursed to the recipient on receipt/acknowledgement.

3. That the contents of the corresponding para of the claim petition are patently wrong and vehemently denied. It is submitted that the respondent herein is a Government department and all appointment by the respondent are carried out and done in accordance with the procedures/rules/regulation set out in this regard. Any appointment made by the respondent is done only after issue of appointment letters and, therefore, the claim of the complainant that he along with many other people were appointed without issue of appointment letter is totally false and wrong. Neither the complainant nor any other person were ever employed by the respondent and, therefore, there arise no issue of termination of the services of the complainant or any other person. The Export Shed at IGIA is the customs bonded area and as a regular procedure all those persons not in possession of regular entry permit and having and dealing with the agencies operating in the bonded are required permission from the customs for entry. Issue of gate pass is nothing to do with

the claim of the workers/employees of the Customs House Agents, Exporters and their workmen and officials who had any work connection with the export shed. The claim of the complainant of regular employment on the strength of the gate pass is, therefore, without any basis, as the respondent being a Government department, cannot and is not permitted to engage any persons contrary to rules / regulations and procedures set out in this regard.

4. That the contents of the corresponding para of the claim petition are patently wrong and vehemently denied. It is submitted that as already submitted hereinabove in para 1 to 3, the complainant being never in the employment of the respondent and in these circumstances there was no question of providing facility like holidays, National Holidays, Weekly holidays, Casual and medical leaves, bonus, provident fund, overtime, etc. to the workman. The claim of the complainant is only a bald claim and not supported by any evidence. The complainant never being in the employment of the respondent and in these circumstances, his dismissal from service on 10.9.2006 does not arise.

5. That the contents of the corresponding para of the claim petition are patently wrong and vehemently denied. It is submitted that the respondent being the Government department, all work relating to the exports is carried out by the employees of the respondent in accordance with the provisions of the Customs Acts and other allied and applicable acts/rules/regulations, etc. which has legal implication. Therefore, in no event any persons not in the employment or with express written authorization of the respondent can perform any work or entertain any documentation.

6. That the contents of the corresponding para of the claim petition are patently wrong and vehemently denied. It is submitted that the complainant being not in employment of the respondent, evaluation of his work is out of question.

7. That the contents of the corresponding para of the claim petition are patently wrong and vehemently denied. It is submitted that having been never engaged by the respondent, there arise no question of the harassment etc. as asserted by the complainant.

8. That the contents of the corresponding para of the claim petition are patently wrong and vehemently denied. It is submitted that in view of the submissions already made in para 4, hereinabove, no further reply is required.

9. That the contents of the corresponding para of the claim petition are patently wrong and vehemently denied. It is submitted that the complainant being never in the employment of the respondent, there is no question of payment of salary to him as well as termination of his services.



10. That the contents of the corresponding para of the claim petition are patently wrong and vehemently denied. It is submitted that there being no appointment and employment of the complainant, the question of termination of the services of the Complainant does not arise.

11. That the contents of the corresponding para of the claim petition are patently wrong and vehemently denied.

12. That the contents of the corresponding para of the claim petition are patently wrong and vehemently denied. It is submitted that the complainant not being in the service of the respondent, there arise no issue of notice for termination or termination itself.

13. That the contents of the corresponding para of the claim petition are patently wrong and vehemently denied. It is submitted that since the respondent had never employed the complainant, there arise no issue of termination and hence there is question of violation of any of the provisions of the Industrial Dispute Act.

14. That the contents of the corresponding para of the claim petition are patently wrong and vehemently denied. It is submitted that the complainant had never been employed by the respondent and hence there is no question of termination of this service of reinstatement of his service arise in the matter.

15. That the contents of the corresponding para of the claim petition need no reply being matter of records. However, it is submitted that the workmen approached the Labour Commissioner with mala fide intention to get benefit from the Management.

16. That the contents of the corresponding para of the claim petition need no reply being personal averments of the complainant. However, the complainant be put to strict proof of the same. It is further submitted that as the Management /Respondent has never employed the complainant workmen, the respondent has nothing to do with his employment or unemployment.

In view of the submissions made hereinabove, it is most respectfully prayed that the claim of the claimant/workman may please be dismissed with cost as he is not entitled for the same in any manner.

**Workman filed rejoinder wherein he stated as follows:-**

At the very outset it is submitted that the management has not denied that they had issued Gate Pass to the workman hence it is admitted that they issued said Gate Pass to their employee therefore the objection of the management does not sustain and the statement of claim of the workman is liable to be allowed however the workman is filing the replication for abundant precautions.

**REPLY TO PRELIMINARY OBJECTIONS:-**

1. That the contents of the para No. 1 of the preliminary objection are false frivolous hence denied as incorrect and it requires strict proof thereof. It is specifically denied that the statement of claim filed by the workman is nothing but misuse and abuse of process of law. It is vehemently denied that no cause of action has accrued to the claimant/workman to file the present claim and same has been filed for ulterior reasons. It is further denied that the workman has never been the employee of the management.

2. That the contents of the para No. 2 of the preliminary objection are false frivolous hence denied as incorrect and it requires strict proof thereof. It is specifically denied that the claim petition instituted by the claimant is absolutely misconceived and is filled in abuse to the process law.

3. That the contents of the para No. 3 of the preliminary objection are false frivolous hence denied as incorrect and it requires strict proof thereof. It is specifically denied that the workman was never appointed as permanent/regular employee by the department and never worked as helper/tea server on behalf of department at any time between November, 2001 and 10 Sep., 2006. It is further denied that therefore question of termination of his services does not arise. It is submitted that the management used to give salary to the workman in cash.

**ON MERITS:-**

1-2. That the contents of para No.1 to 2 of the written statement is false, frivolous, misconceived hence denied as incorrect and the contents of corresponding para No. 1 to 2 of the statement of claim are reiterated as correct. It is specifically denied that the workman had never been in the employment of the respondent department/management. It is further denied that no payment has ever been made to anyone in the name of Mr. Mahavir Singh as salary/pay/wages remuneration during the period between November, 2001 to September, 2006. It is vehemently denied that there was/is no post or position as helper/tea server in the staff sanction of the respondent department either in export shed or at any other place, and therefore, there could be no question of the workman having ever been in the employment of the respondent. It is further denied that the complainant/workman at no point of time was ever appointed as helper/tea server in the respondent department. It is correct that the payment has been made through receipt/acknowledgement which is always kept by the respondent. The respondent used to give payment on receipt which was/is in possession of the respondent hence it is their duty to produce the receipt/acknowledgment of payment before the Hon'ble Court and same is entirely at the disposal of the respondent. It is submitted that the management has not denied the



issuance of Gate Pass to the workman and the Gate Pass issued by the management is clearly speaks that the workman is working as helper/tea server hence the contentions of the management is bad.

3. That the contents of para no.3 of the written statement is false, frivolous, misconceived hence denied as incorrect and the contents of corresponding para of the statement of claim are reiterated as correct. It is specifically denied that all appointment by the respondent are carried out and done in accordance with the procedure/rules/regulation set out in this regard. It is further denied that the claim of the complainant/workman that he along with many other people were appointed without issue of appointment letter is totally false and wrong. It is vehemently denied that neither the complainant nor any other were ever employed by the respondent, and, therefore, there arise no issue of termination of the services of the complainant. It is vehemently denied that issue of gate pass is nothing to do with the claim of the workers/employees of the custom house. It is specifically denied that the claim of the complainant of regular employment on the strength of the gate pass is, therefore without any basis, as the respondent being a government department, cannot and is not permitted to engage any persons contrary to rules/regulations and procedures set out in this regard. It is submitted that the workman was regular employee of the management who appointed the workman as helper/tea server however they used to take the work of clerk from him and proof of same is very much there in documents submitted by the workman before the Hon'ble Court.

4. That the contents of para no. 4 of the written statement is false, frivolous, misconceived hence denied as incorrect and the contents of corresponding para of the statement of claim are reiterated as correct. It is specifically denied that the complainant being never in the employment of the respondent and in these circumstances there was no question of providing facility like Holidays, National Holidays, weekly holidays, casual and medical leaves, onus, provident fund, over times, etc. to the workman. It is vehemently denied that the claim of the complainant/workman is only a bald claim and not supported by any evidence. It is further denied that the complainant/workman never being in the employment of the respondent and in these circumstances, his dismissal from service on 10.09.2006 does not arise.

5. That the contents of para no.5 of the written statement is false, frivolous, misconceived hence denied as incorrect and the contents of corresponding para of the statement of claim are reiterated as correct. It is correct to say that the all work relating to the exports is carried out by the employees of the respondent and the workman was doing the work of exports being employee of the respondent. It is submitted that the workman was doing

the work under the respondent as he was employee of the respondent.

6-8. That the contents of para no. 6 to 8 of the written statement is false, frivolous, misconceived hence denied as incorrect and the contents of corresponding para no. 6 to 8 of the statement of claim are reiterated as correct. It is specifically denied that complainant being not in employment of the respondent, evaluation of his work is out of question. It is further denied that the workman having never been engaged by the respondent, there arise no question of harassment etc. as asserted by the complainant.

9-11. That the contents of para no.9 to 11 of the written statement is false, frivolous, misconceived hence denied as incorrect and the contents of corresponding para no. 9 to 11 of the statement of claim are reiterated as correct. It is specifically denied that the complainant being never in the employment of the respondent, there is no question of payment of salary to him as well as termination of his services. It is vehemently denied that there being no appointment and employment of the complainant, the question of termination of service of the complainant does not arise.

12. That the contents of para no.12 of the written statement is false, frivolous, misconceived hence denied as incorrect and the contents of corresponding para of the statement of claim are reiterated as correct. It is specifically denied that the complainant not being in service of the respondent, there arise no issue for termination or termination itself.

13-15. That the contents of para no.13 to 15 of the written statement is false, frivolous, misconceived hence denied as incorrect and the contents of corresponding para no. 13 to 15 of the statement of claim are reiterated as correct. It is specifically denied that the respondent had never employed the complainant, there arise no issue of termination and hence there is no question of violation of any provisions of Industrial Disputes Act. It is further denied that the complainant had never been employed by the respondent and hence there is no question of termination of his service or reinstatement of his service arise in the matter. It is further denied that the workman approached the Labour Commissioner with malafide intention to get undue benefit from the management. It is submitted that the respondent has not denied the receiving of legal demand notice issued on behalf of the workman hence it amount to admission of the contents of the said notice.

16. That the contents of para no.16 of the written statement is false, frivolous, misconceived hence denied as incorrect and the contents of corresponding para of the statement of claim are reiterated as correct. It is again denied that the management has never employed the complainant workman, the respondent has nothing to do with his employment or unemployment.

That the last unnumbered para made by the respondent/management is prayer clause which is highly misconceived and containing false allegations and as such is denied.

### PRAYER

It is, therefore, requested that the Hon'ble Court may graciously be pleased to pass the order as prayed in statement of claim in favour of the workman and against the management.

Pass any other or further order as this Hon'ble Court may deem fit and proper in the facts of the case.

After certain dates no person on behalf of management appeared so, case proceeded ex-parte against management. Hence my Ld. Predecessor proceeded to decide the case on the basis of questions of determination mentioned in the schedule of reference.

Workman in support of his case filled affidavit in his evidence. Wherein he stated as follows:-

1. That I am workman/claimant in the above noted claim and well conversant with the facts and circumstances of this case, and as such, competent to depose this affidavit.

2. That the deponent workman/claimant has been working with the above mentioned management no.1 since 28.10.2007 regularly, continuously, diligently, efficiently, up to the most satisfaction of the management.

3. That I earnestly state that I was the permanent/regular employee of management/respondent. I was appointed as a Helper/Tea Server in Export Shed, Air Cargo, IGI Airport, New Delhi w.e.f November, 2001 and has been working for the same grade continuously for the period of 5 years.

4. That I earnestly state that I had been working continuously in the establishment of the management as a Helper/Tea Server in Export Shed, Air Cargo, IGI Airport, New Delhi w.e.f November, 2001 till my illegal dismissal on 10 September, 2006 with the last drawn salary of Rs. 6000 per month. I was performing my duties diligently, continuously, regularly, efficiently and up to the most satisfaction of management till my illegal dismissal/termination from the service on 10.09.2006.

5. That I earnestly state that there were several persons employed by the management/respondent who were not given any appointment letter during the entire period of service and terminated the services without any notice like the workman. The management used to issue Gate Pass to me as well as other persons who are/were employed by the management for permission to enter in

IGI Airport, New Delhi. The Gate Pass are exhibited as Ex. WWI/1 (Colly).

6. That I earnestly state that the management never issued any appointment letter either at the time of joining and during the entire service period to me. The management never provided necessary facilities like festival holidays, National holidays, weekly holidays, causal and medical leaves, bonus, P.F., over-time etc. despite of calling for the same several times by me till my illegal dismissal on 10.09.2006.

7. That I was appointed for the work of Helper /Tea Server but the workman used to work clerical job of making entries in all documents etc. The copies of Entries made by me are exhibited as Ex. WWI/2 (Colly).

8. That I further state that I was doing my duties under the control, guidance and supervision of the management /respondent at the time of joining or during the entire service period. There is no complaint against me in my entire period of service.

9. That I further state that I was forced to work not only my casual duty but also the personal work/Begar of officials of the management/respondent like money withdrawal from bank, post office work, their children's work, marketing and purchasing households commodities due to which I was always harassed and tortured. Whenever I tried to protest for their illegal demand, maltreatment, misbehavior and attitude, I was threatened to be dismissed from my job. I was performing my duties about 12 hours per days in normal routine.

10. That I earnestly state that the management used to get annoyed whenever the workman demanded all such facilities like festival holidays, National holidays, weekly holidays, causal and medical leaves, bonus, P.F., Over-time etc. and used to threaten the termination of my job.

11. That I earnestly state that when the management did not give my salary till 10.09.2006, I demanded my salary for the month of August, 2006 but instead of giving the earned salary for the month of August 2006, the management terminated my service on same day on 10.09.2006 and thrown out me from office.

12. That I requested the management not to terminate my job as I have big family to support but the management clearly refused to take back me on service and terminated my service from 10.09.2008.

13. That I earnestly state that since then I am regularly visiting your office to get the job but the management refused to give work to me and informed that my service has been terminated and there is no work for me.

14. That I further state that the illegal termination of my service is not only illegal but ab-initio, even the management had not given notice before illegal termination as required under the Industrial Dispute Act.

15. That I further state that seeing no way to settle the dispute I had to send the demand notice on 04.03.2008 through Regd. Post as well as Under Postal Certificate to the management. The demand notice dated 04.03.2008, receipt of registration; UPC and returned AD card are exhibited as Ex. WW1/3 to 1/5. But despite of receiving of notice, the management has not reinstated me in my service till date.

16. That I further state that I am is still unemployed despite of my best effort to get the job and facing financial crunch after illegal dismissal/termination by the management and since then I as well as my family is on the verge of starvation.

17. That I further state that other documents are exhibited as Ex. WW1/6 (Colly). I further states that my claim is true and correct and same is exhibited as Ex. WW1/7 and I may be granted the relief claimed therein.

Workman tendered his affidavit on 02.06.2014. His statement of tendering of affidavit is as follows:-

I tender in evidence my affidavit Ex. WW 1 / A. Which bears my signature at point A and B I rely upon my documents Ex. WW1/1 to Ex. WW1/7.

Thereafter I have heard the arguments of Ld.A/R for the workman as case proceeded Ex-parte against management.

In the light of contention of Ld. A/R for the workman I perused the pleadings of claim statement, written statement and Rejoinder including evidence of workman on record as well as settled law of point including relevant provisions of concerned law. Perusal of evidence of workman on record makes it crystal clear that evidence of workman is unrebuted evidence of workman because case proceeded ex-parte against management. So this tribunal has no option except to believe the pleadings of the workman supported by his uncontroverted evidence.

Moreover pleadings of management in its written statement without evidence is a waste paper because pleadings in itself contain in written statement is meaningless inwant of evidence. So, it is unworthy of credence.

In these circumstances as per settled law evidence of workman shall be taken into consideration.

On the basis of aforesaid discussion I am of considered view that reference is liable to be decided in favour of workman and against management. Which is accordingly decided.

In the light of contentions and counter contentions I perused the settled law of Hon'ble Supreme Court on the point of reinstatement and grant of back wages which shows that reinstatement is not a necessary consequence

wherever termination is held illegal. Depending upon the facts of each case a suitable compensation can be awarded. In Assistant Engineer, Rajasthan Dev. Corporation and Anr Vs. Gitam Singh, (2013)II LLJ 141 Hon'ble Supreme Court has held that reinstatement of workman with continuity of service and 25% back wages was not proper in the facts and circumstances of the case and the compensation of Rs.50,000 (Rs. Fifty Thousand Only) shall meet the ends of justice. In Jagbir Singh Vs. Haryana State Agriculture Marketing Board & Anr. AIR 2009 Supreme Court 3004, Hon'ble Supreme Court held thus "the award of reinstatement with full back wages in a case where the workman has completed 240 days of work in a year preceding the date of termination particularly, daily wagers has not been found to be proper by this Court and instead compensation has been awarded." In catena of Judgments, Hon'ble Supreme Court has taken a view that reinstatement is not automatic, merely because the termination is illegal or in contravention of S-25-F of the Industrial Dispute Act. In Talwara Co-operative credit and service society Limited Vs. Sushil Kumar (2008) 9 SCC 486, Hon'ble Supreme Court held thus," grant of relief of reinstatement, it is trite, is not automatic. Grant of back wages is also not automatic."

Workman of the instant case was not appointed by following due procedure and as per rules. He had rendered service with the respondent as a casual worker, thus. Compensation of Rs. 50,000 (Rs. Fifty thousand only) by way of damages as compensation to the workman/claimant by Management after expiry of period of limitation of available remedy against Award. That will meet the ends of Justice.

Thus Reference is decided in favour of workman and against Management.

Ex-Parte Award is accordingly passed.

Dated: - 5.06.2014

HARBANSH KUMAR SAXENA, Presiding Officer

नई दिल्ली, 24 जून, 2014

**का.आ. 1819.**—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा-1 की उप-धारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा 01 जुलाई, 2014 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय-4 (44 व 45 धारा के सिवाय जो पहले से प्रवृत्त हो चुकी है) अध्याय-5 और 6 (धारा-76 की -उप-धारा(1) और धारा-77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है) के उपबंध तमिलनाडु राज्य के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात् :

| केन्द्र                          | क्षेत्र के अंतर्गत आने वाले निम्न राजस्व गाँव   |
|----------------------------------|---|
| तिरुप्पुर जिला में<br>वेल्लकोविल | 1. वेल्लकोविल<br>2. अगलारक्पालयम<br>3. दसवनैकम्पपट्टी<br>4. करट्टुपालयम<br>5. करुक्पन्चलसु<br>6. लक्कमनैकम्पपट्टी<br>7. मेट्टुक्पालयम<br>8. मैलरंगम<br>9. नागमणिकम्पट्टी<br>10. पडप्पै<br>11. सेनापतिपालयम<br>12. पचपालयम (वेल्लकोविल)<br>13. तीथम्पालयम<br>14. उप्पुपालय<br>15. वेल्लम्पनायकन्चलसु |

[सं. एस-38013/18/2014-एस.एस.1]

अजय मलिक, अवर सचिव

New Delhi, the 24th June, 2014

**S.O. 1819.**—In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1<sup>st</sup> July, 2014 as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapter-V and VI (except Sub-section (1) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force) of the said Act shall come into force in the following areas in the State of Tamil-Nadu namely: -

| Centre                       | Area Comprising the revenue villages of   |
|------------------------------|---|
| 1                            | 2   |
| Vellakovil Tiruppur District | 1. Vellakovil<br>2. Agalairpalayam<br>3. Dasavanaickenpatti<br>4. Karattupalayam<br>5. Karukppanvalasu<br>6. Lakkamanaickenpatti<br>7. Mettukpalayam<br>8. Mylarangam |

| 1 | 2  |
|---|--|
|   | 9. Nagamanickampatti<br>10. Padappai<br>11. Senapathipalayam<br>12. Pachapalayam(Vellakovil)<br>13. Theethampalayam<br>14. Uppupalayam<br>15. Velappanaickenvalasu |

[No. S-38013/18/2014-SS.I]

AJAY MALIK, Under Secy.

नई दिल्ली, 24 जून, 2014

**का.आ. 1820.**—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा-1 की उप धारा-(3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा 01 जुलाई, 2014 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय-4 (44 व 45 धारा के सिवाय जो पहले से प्रवृत्त हो चुकी हैं) अध्याय-5 और 6 (धारा-76 की उप-धारा(1) और धारा-77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी हैं) के उपबंध तमिलनाडु राज्य के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात् :

| केन्द्र  | क्षेत्र के अंतर्गत आने वाले निम्न राजस्व गाँव  |
|--|--|
| ईरोड जिले के सत्यमंगलम तालुक में पुंजैपुलियम्पट्टी एवं सत्यमंगलम | 1. पुंजैपुलियम्पट्टी<br>2. माडम्पालयम<br>3. नल्लूर<br>4. पुंगम्पट्टी<br>5. विन्नपल्ली (विन्नपल्ली)<br>6. मंगरसु वलयपालयम<br>7. देसीपालयम<br>8. सत्यमंगलम<br>9. इंडियनपालयम<br>10. अक्करै नगमम् |

[सं. एस-38013/19/2014-एस.एस.1]

अजय मलिक, अवर सचिव

New Delhi, the 24th June, 2014

**S.O. 1820.**—In exercise of the powers conferred by Sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1<sup>st</sup> July, 2014 as the date on which the provisions of Chapter IV (except Sections 44 and 45 which

have already been brought into force) and Chapter-V and VI (except Sub-section (1) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force) of the said Act shall come into force in the following areas in the State of Tamil-Nadu namely: -

| Centre   | Area Comprising the Revenue Villages of   |
|--|---|
| Punjaipuliampatty&<br>Sathyamangalam Sathya-<br>mangalam Taluk Erode<br>District | 1. Punjaipuliampatty<br>2. Vinnapalli<br>3. Madampalayam<br>4. Mangarasu<br>Valayapalayam<br>5. Nallur<br>6. Pungampatty<br>7. Desipalayam<br>8. Sathyamangalam<br>9. Indianpalayam<br>10. Akkarainehaman |

[No. S-38013/19/2014-SS.I]

AJAY MALIK, Under Secy.

नई दिल्ली, 24 जून, 2014

**का.आ. 1821.**—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा-1 की उप धारा-(3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा 01 जुलाई 2014 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय-4 (44 व 45 धारा के सिवाय जो पहले से प्रवृत्त हो चुकी है) अध्याय-5 और 6 (धारा-76 की उप धारा-(1) और धारा-77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है) के उपबंध उड़ीसा राज्य के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात् :

“जिला बालेष्वर के रेपूणा तहसिल में कूरुडा, भीमपुरा, कालीदासपुर, एवं सुतेई, बालेष्वर तहसिल में सुन्दरी एवं इषनी, निलगिरी तहसिल में के. पी. महल एवं तहसिल बहानगा में मनकहानी के राजस्व गाँव” ।

[सं. एस-38013 / 20 / 2014-एस.एस.1]

अजय मलिक, अवर सचिव

New Delhi, the 24th June, 2014

**S.O. 1821.**—In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1st July, 2014 as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapter-V and VI (except Sub-Section (1) of Section 76 and Sections 77,

78, 79 and 81 which have already been brought into force) of the said Act shall come into force in the following areas in the State of Odisha namely: -

“The AREAS COMPRISING OF THE REVENUE VILLAGES OF KURUDA, BHIMPURA, KALIDASPUR AND SUTELI in the Tahasil of Remuna, SUNDARIAND ISHANI in the Tahasil of Balasore, K.P.MAHAL in the Tehsil of Nilgiri and MANAKAHANI in the Tahasil of Bahanaga in the District of Balasore.

[No. S-38013/20/ 2014-SS.I]

AJAY MALIK, Under Secy.

नई दिल्ली, 24 जून, 2014

**का.आ. 1822.**—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा-1 की उप धारा-(3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा 01 जुलाई, 2014 को उस तारीख के रूप में नियत करती है, जिनको उक्त अधिनियम के अध्याय-4 (44 व 45 धारा के सिवाय जो पहले से प्रवृत्त हो चुकी है) अध्याय-5 और 6 (धारा-76 की उप धारा-(1) और धारा-77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है) के उपबंध राजस्थान राज्य के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात्:

| क्रम सं. | राजस्व गाँव का नाम  | तहसील का नाम | जिले का नाम |
|----------|---|--------------|-------------|
| 1.       | चक श्यामसिंहवाला (रीको फेज-1)                                 | श्रीगंगानगर  | श्रीगंगानगर |
| 2.       | पतिखीया प्रथम, चक 13, LNP-II, (रीको फेज-2 और एग्रो फूड पार्क) | श्रीगंगानगर  | श्रीगंगानगर |

[सं.-एस-38013 / 21 / 2014-एस.एस.1]

अजय मलिक, अवर सचिव

New Delhi, the 24th June, 2014

**S.O. 1822.**—In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1st July, 2014 as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapter-V and VI (except Sub-Section (1) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force) of the said Act shall come into force in the following areas in the State of Rajasthan namely: —



| S. No. | Name of Revenue Village   | Name of Tehsil          | Name of District |
|--------|---|-------------------------|------------------|
| 1      | 2   | 3                       | 4                |
| 1.     | Chak Shyamsingh wala (RIICO Phase-I)                                  | Sriganga-nagar          | Sriganga nagar   |
| 2.     | Patikhiyan First, Chak-13, LNP-II (RICCO Phase-II and Agro Food Park) | Sriganga-Sriganga nagar | nagar            |

[No. S-38013/21/2014-SS.I]

AJAY MALIK, Under Secy.

नई दिल्ली, 24 जून, 2014

**का.आ. 1823.**—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा-1 की उप धारा-(3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा 01 जुलाई, 2014 को उस तारीख के रूप में नीयत करती है, जिनको उक्त अधिनियम के अध्याय-4(44 व 45 धारा के सिवाय जो पहले से प्रवृत्त हो चुकी हैं) अध्याय-5 और 6 (धारा-76 की उप धारा-(1) और धारा-77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी हैं) के उपबंध राजस्थान राज्य के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात्:

| क्रम सं. | राजस्व गाँव का नाम | तहसील का नाम | जिले का नाम |
|----------|--------------------|--------------|-------------|
| 1        | 2                  | 3            | 4           |
| 1.       | कोटपूतली           | कोटपूतली     | जयपुर       |
| 2.       | पूतली              | कोटपूतली     | जयपुर       |
| 3.       | सुन्दरपुरा         | कोटपूतली     | जयपुर       |
| 4.       | राहेडा             | कोटपूतली     | जयपुर       |
| 5.       | कल्याणपुरा खुर्द   | कोटपूतली     | जयपुर       |
| 6.       | कंवरपुरा           | कोटपूतली     | जयपुर       |
| 7.       | गोरधनपुरा          | कोटपूतली     | जयपुर       |
| 8.       | मोहनपुरा           | कोटपूतली     | जयपुर       |
| 9.       | कांसली             | कोटपूतली     | जयपुर       |
| 10.      | फतेहपुरा कलां      | कोटपूतली     | जयपुर       |
| 11.      | सरुण्ड             | कोटपूतली     | जयपुर       |
| 12.      | नारेहेडा           | कोटपूतली     | जयपुर       |
| 13.      | भोजावास            | कोटपूतली     | जयपुर       |
| 14.      | जगदीषपुरा          | कोटपूतली     | जयपुर       |

| 1   | 2                | 3        | 4     |
|-----|------------------|----------|-------|
| 15. | श्याम नगर        | कोटपूतली | जयपुर |
| 16. | खेडा निहाल पुरा  | कोटपूतली | जयपुर |
| 17. | चान चकी          | कोटपूतली | जयपुर |
| 18. | रामसिंहपुरा      | कोटपूतली | जयपुर |
| 19. | गोपालपुरा        | कोटपूतली | जयपुर |
| 20. | बनका             | कोटपूतली | जयपुर |
| 21. | सांगटेडा         | कोटपूतली | जयपुर |
| 22. | खरकडी            | कोटपूतली | जयपुर |
| 23. | खेडकी मुक्कड     | कोटपूतली | जयपुर |
| 24. | शेखपुरा          | कोटपूतली | जयपुर |
| 25. | मोलाहेडा         | कोटपूतली | जयपुर |
| 26. | खेडकी वीरभान     | कोटपूतली | जयपुर |
| 27. | टापरी            | कोटपूतली | जयपुर |
| 28. | चतुर्भुज         | कोटपूतली | जयपुर |
| 29. | बामनवास          | कोटपूतली | जयपुर |
| 30. | गोपीपुरा         | कोटपूतली | जयपुर |
| 31. | हांसियावास       | कोटपूतली | जयपुर |
| 32. | नांगल पण्डितपुरा | कोटपूतली | जयपुर |
| 33. | खुर्दी           | कोटपूतली | जयपुर |
| 34. | अमाई             | कोटपूतली | जयपुर |
| 35. | भालोजी           | कोटपूतली | जयपुर |
| 36. | बसई              | कोटपूतली | जयपुर |

[सं. एस-38013/23/2014-एस.एस.1]

अजय मलिक, अवर सचिव

New Delhi, the 24th June, 2014

**S.O. 1823.**—In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1st July, 2014 as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapter-V and VI (except Sub-Section (1) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force) of the said Act shall come into force in the following areas in the State of Rajasthan namely:—

| S. No. | Name of Revenue Village | Name of Tehsil | Name of District |
|--------|-------------------------|----------------|------------------|
| 1.     | KOTPUTLI                | KOTPUTLI       | JAIPUR           |
| 2.     | PUTLI                   | KOTPUTLI       | JAIPUR           |
| 3.     | SUNDERPURA              | KOTPUTLI       | JAIPUR           |
| 4.     | RAHEDA                  | KOTPUTLI       | JAIPUR           |
| 5.     | KALYANPURA KHURD        | KOTPUTLI       | JAIPUR           |
| 6.     | KANWARPURA              | KOTPUTLI       | JAIPUR           |
| 7.     | GORDHANPURA             | KOTPUTLI       | JAIPUR           |
| 8.     | MOHANPURA               | KOTPUTLI       | JAIPUR           |
| 9.     | KANSALI                 | KOTPUTLI       | JAIPUR           |
| 10.    | FATEHAPURA KALAN        | KOTPUTLI       | JAIPUR           |
| 11.    | SARUND                  | KOTPUTLI       | JAIPUR           |
| 12.    | NAREHADA                | KOTPUTLI       | JAIPUR           |
| 13.    | BHOJAVAS                | KOTPUTLI       | JAIPUR           |
| 14.    | JAGDISHPURA             | KOTPUTLI       | JAIPUR           |
| 15.    | SHYAM NAGAR             | KOTPUTLI       | JAIPUR           |
| 16.    | KHEDANIHALPURA          | KOTPUTLI       | JAIPUR           |
| 17.    | CHANCHAKI               | KOTPUTLI       | JAIPUR           |
| 18.    | RAMSINGPURA             | KOTPUTLI       | JAIPUR           |
| 19.    | GOPALPURA               | KOTPUTLI       | JAIPUR           |
| 20.    | BANAKA                  | KOTPUTLI       | JAIPUR           |
| 21.    | SANGTEDA                | KOTPUTLI       | JAIPUR           |
| 22.    | KHARKADI                | KOTPUTLI       | JAIPUR           |
| 23.    | KHEDAKI MUKKAR          | KOTPUTLI       | JAIPUR           |
| 24.    | SHEKHUPUR               | KOTPUTLI       | JAIPUR           |
| 25.    | MOLAHEDA                | KOTPUTLI       | JAIPUR           |
| 26.    | KHEDAKI VEERBHAN        | KOTPUTLI       | JAIPUR           |
| 27.    | TAPARI                  | KOTPUTLI       | JAIPUR           |
| 28.    | CHATARBUJ               | KOTPUTLI       | JAIPUR           |
| 29.    | BAMANVAS                | KOTPUTLI       | JAIPUR           |
| 30.    | GOPIPURA                | KOTPUTLI       | JAIPUR           |
| 31.    | HANSIYAVAS              | KOTPUTLI       | JAIPUR           |
| 32.    | NANGAL PANDITPURA       | KOTPUTLI       | JAIPUR           |
| 33.    | KHURDI                  | KOTPUTLI       | JAIPUR           |
| 34.    | AMAI                    | KOTPUTLI       | JAIPUR           |
| 35.    | BHALOJI                 | KOTPUTLI       | JAIPUR           |
| 36.    | BASAI                   | KOTPUTLI       | JAIPUR           |

[No. S-38013/23/2014-SS.I]

AJAY MALIK, Under Secy.

नई दिल्ली, 24 जून, 2014

**का.आ. 1824.**—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा-1 की उप धारा-(3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा 01 जुलाई, 2014 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय-4 (44 व 45 धारा के सिवाय जो पहले से प्रवृत्त हो चुकी है) अध्याय-5 और 6 (धारा-76 की उप धारा-(1) और धारा-77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है) के उपबंध पंजाब राज्य के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात् :

| क्रमांक | राजस्व ग्राम का नाम | हदबस्त संख्या | तहसील   | जिला    |
|---------|---------------------|---------------|---------|---------|
| 1.      | गुरुसर सैने वाला    | 92            | बठिण्डा | बठिण्डा |
| 2.      | जोधपुर रोमाना       | 64            | बठिण्डा | बठिण्डा |

[सं. एस-38013/24/2014-एस.एस.1]

अजय मलिक, अवर सचिव

New Delhi, the 24th June, 2014

**S.O. 1824.**—In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1<sup>st</sup> July, 2014 as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapter-V and VI (except Sub-Section (1) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force) of the said Act shall come into force in the following areas in the State of Punjab namely: -

| Sr. No. | Name of the Village | Hadbast No. | Tehsil   | Distt.   |
|---------|---------------------|-------------|----------|----------|
| 1.      | Gurusar Saine wala  | 92          | Bathinda | Bathinda |
| 2.      | Jodhpur Romana      | 64          | Bathinda | Bathinda |

[No. S-38013/24/2014-SS.I]

Ajay Malik, Under Secy.

नई दिल्ली, 24 जून, 2014

**का.आ. 1825.**—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा-1 की उप धारा-(3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा 01 जुलाई, 2014 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय-4 (44 व 45 धारा के सिवाय जो पहले से प्रवृत्त हो चुकी है) अध्याय-5 और 6 (धारा-76 की उप धारा-(1) और धारा-77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है) के उपबंध पंजाब राज्य के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात् :

| क्रमांक | राजस्व ग्राम का नाम | हदबस्त संख्या | तहसील    | जिला     |
|---------|---------------------|---------------|----------|----------|
| 1.      | बाले चक             | 52            | तरण—तारण | तरण—तारण |

[सं. एस—38013/25/2014—एस.एस.1]

अजय मलिक, अवर सचिव

New Delhi, the 24th June, 2014

**S.O. 1825.**—In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1<sup>st</sup> July, 2014 as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapter-V and VI (except Sub-Section (1) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force) of the said Act shall come into force in the following areas in the State of Punjab namely: -

| Sr. No. | Name of the Village | Hadbast No. | Tehsil      | Distt.      |
|---------|---------------------|-------------|-------------|-------------|
| 1.      | Bale Chak           | 52          | Taran Taran | Taran Taran |

[No. S-38013/25/2014-SS.I]

AJAY MALIK, Under Secy.

नई दिल्ली, 24 जून, 2014

**का.आ. 1826.**—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा—1 की उप धारा—(3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा 01 जुलाई, 2014 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय—4 (44 व 45 धारा के सिवाय जो पहले से प्रवृत्त हो चुकी हैं) अध्याय—5 और 6 (धारा—76 की उप धारा—(1) और धारा—77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी हैं) के उपबंध केरल राज्य के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात् :

तिरुवनंतपुरम जिला के नेडुमंगाड तालुक में पानावूर

[सं. एस—38013/26/2014—एस.एस.1]

अजय मलिक, अवर सचिव

New Delhi, the 24th June, 2014

**S.O. 1826.**—In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1<sup>st</sup> July, 2014 as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapter-V and VI (except Sub-Section (1) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force)

of the said Act shall come into force in the following areas in the State of Kerala namely: -

Revenue village of Panavoor in Nedumangad Taluk, Thiruvananthapuram Dist.

[No. S-38013/26/2014-SS.I]

AJAY MALIK, Under Secy.

नई दिल्ली, 24 जून, 2014

**का.आ. 1827.**—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा—1 की उप धारा—(3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा 01 जुलाई, 2014 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय—4 (44 व 45 धारा के सिवाय जो पहले से प्रवृत्त हो चुकी हैं) अध्याय—5 और 6 (धारा—76 की उप धारा—(1) और धारा—77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी हैं) के उपबंध केरल राज्य के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात् :

तिरुवनंतपुरम जिला के नेडुमंगाड तालुक में आनाड

[सं. एस—38013/27/2014—एस.एस.1]

अजय मलिक, अवर सचिव

New Delhi, the 24th June, 2014

**S.O. 1827.**—In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1<sup>st</sup> July, 2014 as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapter-V and VI (except Sub-Section (1) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force) of the said Act shall come into force in the following areas in the State of Kerala namely: -

Revenue village of Anad in Nedumangad Taluk, Thiruvananthapuram Dist.

[No. S-38013/27/2014-SS.I]

AJAY MALIK, Under Secy.

नई दिल्ली, 24 जून, 2014

**का.आ. 1828.**—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा—1 की उप धारा—(3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा 01 जुलाई, 2014 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय—4 (44 व 45 धारा के सिवाय जो पहले से प्रवृत्त हो चुकी हैं) अध्याय—5 और 6 (धारा—76 की उप धारा—(1) और धारा—77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी हैं) के उपबंध केरल राज्य के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात् :

तृशूर जिला के तृशूर तालुक में मनलूर

[सं. एस—38013/28/2014—एस.एस.1]

अजय मलिक, अवर सचिव

New Delhi, the 24th June, 2014

**S.O. 1828.**—In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1<sup>st</sup> July, 2014 as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapter-V and VI (except Sub-Section (1) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force) of the said Act shall come into force in the following areas in the State of Kerala namely: -  
Revenue village of Manalur in Thrissur Taluk, Thrissur Dist.

[No. S-38013/28/2014-SS.I]  
AJAY MALIK, Under Secy.

नई दिल्ली, 24 जून, 2014

**का.आ. 1829.**—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा-1 की उप धारा-(3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा 01 जुलाई, 2014 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय-4 (44 व 45 धारा के सिवाय जो पहले से प्रवृत्त हो चुकी है) अध्याय-5 और 6 (धारा-76 की उप धारा-(1) और धारा-77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है) के उपबंध केरल राज्य के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात् :

तृशूर जिला के तृशूर तालुक में मनक्कोडी

[सं. एस-38013/29/2014-एस.एस.1]

अजय मलिक, अवर सचिव

New Delhi, the 24th June, 2014

**S.O. 1829.**—In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1<sup>st</sup> July, 2014 as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapter-V and VI (except Sub-Section (1) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force) of the said Act shall come into force in the following areas in the State of Kerala namely: -

Revenue village of Manakkodi in Thrissur Taluk, Thrissur Dist.

[No. S-38013/29/2014-SS.I]

AJAY MALIK, Under Secy.

नई दिल्ली, 24 जून, 2014

**का.आ. 1830.**—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा-1 की उप धारा-(3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा 01 जुलाई, 2014 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय-4 (44 व 45 धारा के सिवाय जो पहले से प्रवृत्त हो चुकी है) अध्याय-5 और 6 (धारा-76 की उप धारा-(1)

और धारा-77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है) के उपबंध केरल राज्य के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात् :

कोटट्यम जिला के मीनच्चिल तालुक में रामपुरम

[सं. एस-38013/30/2014-एस.एस.1]

अजय मलिक, अवर सचिव

New Delhi, the 24 June, 2014

**S.O. 1830.**—In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1<sup>st</sup> July, 2014 as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapter-V and VI (except Sub-Section (1) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force) of the said Act shall come into force in the following areas in the State of Kerala namely: -

Revenue village of Ramapuram in Meenachil Taluk, Kottayam Dist.

[No. S-38013/30/2014-SS.I]

AJAY MALIK, Under Secy.

नई दिल्ली, 24 जून, 2014

**का.आ. 1831.**—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा-1 की उप धारा-(3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा 01 जुलाई, 2014 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय-4 (44 व 45 धारा के सिवाय जो पहले से प्रवृत्त हो चुकी है) अध्याय-5 और 6 (धारा-76 की उप धारा-(1) और धारा-77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है) के उपबंध केरल राज्य के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात् :

तृशूर जिला के कोडुंगल्लूर तालुक में चेंत्रप्पिन्नी

[सं. एस-38013/31/2014-एस.एस.1]

अजय मलिक, अवर सचिव

New Delhi, the 24th June, 2014

**S.O. 1831.**—In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1<sup>st</sup> July, 2014 as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapter-V and VI (except Sub-Section (1) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force) of the said Act shall come into force in the following areas in the State of Kerala namely: -

Revenue village of Chentrapinni in Kodungallur Taluk,  
Thrissur Dist.

[No. S-38013/31/2014-SS.I]

AJAY MALIK, Under Secy.

नई दिल्ली, 24 जून, 2014

**का.आ. 1832.**—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा-1 की उप धारा-(3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा 01 जुलाई, 2014 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय-4 (44 व 45 धारा के सिवाय जो पहले से प्रवृत्त हो चुकी है) अध्याय-5 और 6 [धारा-76 की उप धारा-(1) और धारा-77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है] के उपबंध केरल राज्य के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात् :

कोट्टयम जिला के मीनच्चिल तालुक में कुरिच्चित्तानम

[सं. एस-38013/32/2014-एस.एस.1]

अजय मलिक, अवर सचिव

New Delhi, the 24th June, 2014

**S.O. 1832.**—In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1<sup>st</sup> July, 2014 as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapter-V and VI [except Sub-Section (1) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force] of the said Act shall come into force in the following areas in the State of Kerala namely: -

Revenue village of Kurichithanam in Meenachil Taluk,  
Kottayam Dist.

[No. S-38013/32/2014-SS.I]

AJAY MALIK, Under Secy.

नई दिल्ली, 24 जून, 2014

**का.आ. 1833.**—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा-1 की उप धारा-(3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा 01 जुलाई, 2014 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय-4 (44 व 45 धारा के सिवाय जो पहले से प्रवृत्त हो चुकी है) अध्याय-5 और 6 [धारा-76 की उप धारा-(1)

और धारा-77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है] के उपबंध केरल राज्य के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात् :

कोल्लम जिला के कोट्टारक्करा तालुक में चित्तारा

[सं. एस-38013/33/2014-एस.एस.1]

अजय मलिक, अवर सचिव

New Delhi, the 24th June, 2014

**S.O. 1833.**—In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1<sup>st</sup> July, 2014 as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapter-V and VI [except Sub-Section (1) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force] of the said Act shall come into force in the following areas in the State of Kerala namely: -

Revenue village of Chithara in Kottarakkara Taluk, Kollam  
Dist.

[No. S-38013/33/2014-SS.I]

AJAY MALIK, Under Secy.

नई दिल्ली, 24 जून, 2014

**का.आ. 1834.**—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा-1 की उप धारा-(3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा 01 जुलाई, 2014 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय-4 (44 व 45 धारा के सिवाय जो पहले से प्रवृत्त हो चुकी है) अध्याय-5 और 6 [धारा-76 की उप धारा-(1) और धारा-77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है] के उपबंध केरल राज्य के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात् :

कोट्टयम जिला के मीनच्चिल तालुक में काडनाड

[सं. एस-38013/34/2014-एस.एस.1]

अजय मलिक, अवर सचिव

New Delhi, the 24th June, 2014

**S.O. 1834.**—In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1<sup>st</sup> July, 2014 as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapter-V and VI [except sub-section (1) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force]



of the said Act shall come into force in the following areas in the State of Kerala namely: -

Revenue village of Kadanad in Meenachil Taluk, Kottayam Dist.

[No. S-38013/34/2014-SS.I]

AJAY MALIK, Under Secy.

नई दिल्ली, 24 जून, 2014

**का.आ. 1835.**—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा-1 की उप धारा-(3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा 01 जुलाई, 2014 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय-4 (44 व 45 धारा के सिवाय जो पहले से प्रवृत्त हो चुकी है) अध्याय-5 और 6 [धारा-76 की उप धारा-(1) और धारा-77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है] के उपबंध केरल राज्य के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात् :

आलपुषा जिला के कार्तिकप्पल्ली तालुक में कीरिक्काड

[सं. एस-38013 / 35 / 2014-एस.एस.1]

अजय मलिक, अवर सचिव

New Delhi, 24th June, 2014

**S.O. 1835.**—In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1<sup>st</sup> July, 2014 as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapter-V and VI [except sub-section (1) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force] of the said Act shall come into force in the following areas in the State of Kerala namely: -

Revenue village of Keerikkad in Karthikappally Taluk, Alapuzha Dist.

[No. S-38013/35/2014-SS.I]

AJAY MALIK, Under Secy.

नई दिल्ली, 24 जून, 2014

**का.आ. 1836.**—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा-1 की उप धारा-(3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा 01 जुलाई, 2014 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय-4 (44 व 45 धारा के सिवाय जो पहले से प्रवृत्त हो चुकी है) अध्याय-5 और 6 [धारा-76 की उप धारा-(1)

और धारा-77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है] के उपबंध केरल राज्य के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात् :

तृश्शूर जिला के तृश्शूर तालुक में वेनगिणिशेरी

[सं. एस-38013 / 36 / 2014-एस.एस.1]

अजय मलिक, अवर सचिव

New Delhi, the 24th June, 2014

**S.O. 1836.**—In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1<sup>st</sup> July, 2014 as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapter-V and VI [except sub-section (1) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force] of the said Act shall come into force in the following areas in the State of Kerala namely: -

Revenue village of Venginissery in Thrissur Taluk, Thrissur Dist.

[No. S-38013/36/2014-SS.I]

AJAY MALIK, Under Secy.

नई दिल्ली, 24 जून, 2014

**का.आ. 1837.**—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा-1 की उप धारा-(3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा 01 जुलाई, 2014 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय-4 (44 व 45 धारा के सिवाय जो पहले से प्रवृत्त हो चुकी है) अध्याय-5 और 6 [धारा-76 की उप धारा-(1) और धारा-77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है] के उपबंध केरल राज्य के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात् :

तृश्शूर जिला के मुकुन्दपुरम तालुक में एडतिरिंजी

[सं. एस-38013 / 37 / 2014-एस.एस.1]

अजय मलिक, अवर सचिव

New Delhi, the 24th June, 2014

**S.O. 1837.**—In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1<sup>st</sup> July, 2014 as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapter-V and VI [except Sub-Section (1) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force]

of the said Act shall come into force in the following areas in the State of Kerala namely:-

Revenue village of Edathirinji in Mukundapuram Taluk, Thrissur Dist.

[No. S-38013/37/2014-SS.I]

AJAY MALIK, Under Secy.

नई दिल्ली, 24 जून, 2014

**का.आ. 1838.**—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा-1 की उप धारा-(3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा 01 जुलाई, 2014 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय-4 (44 व 45 धारा के सिवाय जो पहले से प्रवृत्त हो चुकी है) अध्याय-5 और 6 [धारा-76 की उप धारा-(1) और धारा-77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है] के उपबंध केरल राज्य के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात् :

कोटट्यम जिला के मीनच्चिल तालुक में वेल्लिलप्पिल्ली

[सं. एस-38013/38/2014-एस.एस.1]

अजय मलिक, अवर सचिव

New Delhi, the 24th June, 2014

**S.O. 1838.**—In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1<sup>st</sup> July, 2014 as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapter-V and VI [except sub-section (1) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force] of the said Act shall come into force in the following areas in the State of Kerala namely: -

Revenue village of Vellilappilly in Meenachil Taluk, Kottayam Dist.

[No. S-38013/38/2014-SS.I]

AJAY MALIK, Under Secy.

नई दिल्ली, 24 जून, 2014

**का.आ. 1839.**—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा-1 की उप धारा-(3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा 01 जुलाई, 2014 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय-4 (44 व 45 धारा के सिवाय जो पहले से प्रवृत्त हो चुकी है) अध्याय-5 और 6 [धारा-76 की उप धारा-(1) और धारा-77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है] के उपबंध केरल राज्य के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात् :

तृशूर जिला के मुकुन्दपुरम तालुक में मुप्पिलयम

[सं. एस-38013/39/2014-एस.एस.1]

अजय मलिक, अवर सचिव

New Delhi, the 24th June, 2014

**S.O. 1839.**—In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1<sup>st</sup> July, 2014 as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapter-V and VI [except Sub-Section (1) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force] of the said Act shall come into force in the following areas in the State of Kerala namely: -

Revenue village of Mupliyam in Mukundapuram Taluk, Thrissur Dist.

[No. S-38013/39/2014-SS.I]

AJAY MALIK, Under Secy.

नई दिल्ली, 24 जून, 2014

**का.आ. 1840.**—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा-1 की उप धारा-(3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा 01 जुलाई, 2014 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय-4 (44 व 45 धारा के सिवाय जो पहले से प्रवृत्त हो चुकी है) अध्याय-5 और 6 [धारा-76 की उप धारा-(1) और धारा-77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है] के उपबंध केरल राज्य के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात् :

तृशूर जिला के कोडुंगल्लूर तालुक में कैपमंगलम

[सं. एस-38013/40/2014-एस.एस.1]

अजय मलिक, अवर सचिव

New Delhi, the 24th June, 2014

**S.O. 1840.**—In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1<sup>st</sup> July, 2014 as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapter-V and VI [except sub-section (1) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force] of the said Act shall come into force in the following areas in the State of Kerala namely: -

Revenue village of Kaipamangalam in Kodungallur Taluk, Thrissur Dist.

[No. S-38013/40/2014-SS.I]

AJAY MALIK, Under Secy.

नई दिल्ली, 24 जून, 2014

**का.आ. 1841.**—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा-1 की उप धारा-(3) द्वारा प्रदत्त शक्तियों

का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा 01 जुलाई, 2014 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय-4 (44 व 45 धारा के सिवाय जो पहले से प्रवृत्त हो चुकी है) अध्याय-5 और 6 [धारा-76 की उप धारा-(1) और धारा-77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है] के उपबंध केरल राज्य के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात् :

तिरुवनंतपुरम जिला के तिरुवनंतपुरम तालुक में शारकरा

[सं. एस-38013/41/2014-एस.एस.1]

अजय मलिक, अवर सचिव

New Delhi, the 24th June, 2014

**S.O. 1841.**—In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1<sup>st</sup> July, 2014 as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapter-V and VI [except Sub-Section (1) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force] of the said Act shall come into force in the following areas in the State of Kerala namely: -

Revenue village of Sarkara in Thiruvananthapuram Taluk, Thiruvananthapuram Dist.

[No. S-38013/41/2014-SS.I]

AJAY MALIK, Under Secy.

नई दिल्ली, 24 जून, 2014

**का.आ. 1842.**—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा-1 की उप धारा-(3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा 01 जुलाई, 2014 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय-4 (44 व 45 धारा के सिवाय जो पहले से प्रवृत्त हो चुकी है) अध्याय-5 और 6 [धारा-76 की उप धारा-(1) और धारा-77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है] के उपबंध केरल राज्य के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात् :

तृशूर जिला के मुकुन्दपुरम तालुक में कारलम

[सं.-एस-38013/42/2014-एस.एस.1]

अजय मलिक, अवर सचिव

New Delhi, the 24th June, 2014

**S.O. 1842.**—In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1<sup>st</sup> July, 2014 as the date on which the

provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapter-V and VI [except Sub-Section (1) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force] of the said Act shall come into force in the following areas in the State of Kerala namely: -

Revenue village of Karalam in Mukundapuram Taluk, Thrissur Dist.

[No. S-38013/42/2014-SS.I]

AJAY MALIK, Under Secy.

नई दिल्ली, 24 जून, 2014

**का.आ. 1843.**—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा-1 की उप धारा-(3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा 01 जुलाई, 2014 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय-4 (44 व 45 धारा के सिवाय जो पहले से प्रवृत्त हो चुकी है) अध्याय-5 और 6 [धारा-76 की उप धारा-(1) और धारा-77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है] के उपबंध केरल राज्य के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात् :

तृशूर जिला के कोडुंगल्लूर तालुक में पेरिजनम

[सं.-एस-38013/43/2014-एस.एस.1]

अजय मलिक, अवर सचिव

New Delhi, the 24th June, 2014

**S.O. 1843.**—In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1<sup>st</sup> July, 2014 as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapter-V and VI [except Sub-Section (1) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force] of the said Act shall come into force in the following areas in the State of Kerala namely: -

Revenue village of Perinjanam in Kodungallur Taluk, Thrissur Dist.

[No. S-38013/43/2014-SS.I]

AJAY MALIK, Under Secy.

नई दिल्ली, 24 जून, 2014

**का.आ. 1844.**—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा-1 की उप धारा-(3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा 01 जुलाई, 2014 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय-4 (44 व 45 धारा के सिवाय जो पहले से

प्रवृत्त हो चुकी है] अध्याय-5 और 6 [धारा-76 की उप धारा-(1) और धारा-77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है] के उपबंध केरल राज्य के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात् :

तिरुवनंतपुरम जिला के तिरुवनंतपुरम तालुक में पल्लिपुरम

[सं. एस-38013/44/2014-एस.एस.1]

अजय मलिक, अवर सचिव

New Delhi, the 24th June, 2014

**S.O. 1844.**—In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1<sup>st</sup> July, 2014 as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapter-V and VI [except sub-section (1) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force] of the said Act shall come into force in the following areas in the State of Kerala namely: -

Revenue Village of Pallippuram in Thiruvananthapuram Taluk, Thiruvananthapuram Distt.

[No. S-38013/44/2014-SS.I]

AJAY MALIK, Under Secy.

नई दिल्ली, 24 जून, 2014

**का.आ. 1845.**—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा-1 की उप-धारा-(3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा 01 जुलाई, 2014 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय-4 (44 व 45 धारा के सिवाय जो पहले से प्रवृत्त हो चुकी है) अध्याय-5 और 6 [धारा-76 की उप धारा-(1) और धारा-77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है] के उपबंध उड़ीसा राज्य के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात् :

“जिला गंजाम की छत्रपुर तहसिल में कानमना, अर्जिपल्लि, माटिखालो, बड़पुटि, बासनपुटि, उपुलापुटि, ताकीरियाबरहमपुर, बालकण्णपुर, श्री रामचन्द्रपुर, बानबुलापल्लि, रिकापल्लि, अभिमन्युपुर, चिकलाखण्डी, भिकारीपल्लि, दनेई बरहमपुर, करपल्लि, चाणक्यपुर, सितारामपुर, पुटिगोपालपुर, जी.एन.पालम, लिंगराजपुर एवं छत्रपुर के राजस्व गाँव”।

[सं. एस-38013/45/2014-एस.एस.1]

अजय मलिक, अवर सचिव

New Delhi, the 24th June, 2014

**S.O. 1845 .**—In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1<sup>st</sup> July, 2014 as the date on which the provisions of Chapter IV (except Sections 44 and 45

which have already been brought into force) and Chapter-V and VI [except Sub-Section (1) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force] of the said Act shall come into force in the following areas in the State of Odisha namely: -

“The areas comprising of the Revenue Villages of Kanamana, Arjipalli, Matikhalo, Badaputi, Basanaputi, Upulaputi, Takiriaberhampur, Balakrushnapur, Sri Ramachandrapur, Banabulapalli, Rikapalli, Abhimanyupur, Chikalakhandi, Bhikaripalli, Danei Berhampur, Karapalli, Chanakyapur, Sitarampur, Putigogalpur, G.N. Palam Lingarajpur & Chatrapur in the Tahasil of Chatrapur in The District of Ganjam.

[No. S-38013/45/2014-SS.I]

AJAY MALIK, Under Secy.

नई दिल्ली, 25 जून, 2014

**का.आ. 1846.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार जी. सी. मोहन्ता, कंटरक्टर, सुकिंदा क्रोमाइट माइंस के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, भुवनेस्वर के पंचाट (संदर्भ संख्या 47/2013) को प्रकाशित करती है जो केन्द्रीय सरकार को 17/06/2014 को प्राप्त हुआ था।

[सं. एल-29012/23/2013-आईआर (एम)]

जोहन तोपनो, अवर सचिव

New Delhi, the 25th June, 2014

**S.O. 1846.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 47/2013) of the Cent. Govt. Indus. Tribunal-cum-Labour Court, Bhubaneswar now as shown in the Annexure, in the industrial dispute between the management of G.C. Mohanta, Contractor, Sukinda Chromite Mines, and their workman, which was received by the Central Government on 17/06/2014.

[No. L-29012/23/2013-IR (M)]

JOHAN TOPNO, Under Secy.

#### ANNEXURE

#### CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BHUBANESWAR

#### Present:

Shri J. Srivastava,  
Presiding Officer,  
C.G.I.T.-cum-Labour Court,  
Bhubaneswar.

**INDUSTRIAL DISPUTE CASE NO. 47/2013**

Date of Passing Award – 26<sup>th</sup> December, 2014

**Between:**

Shri G.C. Mohanta, Loading/ 1<sup>st</sup> Party-Management.  
Unloading Contractor,  
At. Sukinda Chromite Mines,  
TISCO, Po. Kalarangiatta,  
Dist. Jajpur, Odisha.

And

Their workman Shri Basanta Mallick, ... 2<sup>nd</sup> Party-  
S/o. Babaji Mallick, At./Po. Ampoloba, Workman.  
P.S. Sukinda, Dist. Jajpur, Odisha.

**Appearances:**

None. : For the 1<sup>st</sup> Party- Management.  
None. : For the 2<sup>nd</sup> Party-Workman.

**ORDER**

Case taken up. Both the parties are absent. The 2<sup>nd</sup> Party-workman despite sending two notices, one dated 1.8.2013 by ordinary post and the other dated 26.9.2013 by regd. post has not filed any statement of claim. Six dates have been fixed from the date of receipt of the reference on 28.6.2013. It seems that the 2<sup>nd</sup> Party-workman is either not interested in prosecuting his case or has settled the case amicably with the 1<sup>st</sup> Party-Management out of the court. Hence there is no use to keep the case pending indefinitely.

2. Under the above circumstances, a no-dispute award is to be passed in the case. Accordingly a no-dispute award is passed.

3. The reference is answered in the above terms.

Dictated & Corrected by me.

J. SRIVASTAVA, Presiding Officer

नई दिल्ली, 25 जून, 2014

**का.आ. 1847.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बोलानी ओर माईस आर. एम. डी. सेल के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, भुवनेस्वर के पंचाट (संदर्भ संख्या 59/2013) को प्रकाशित करती है जो केन्द्रीय सरकार को 17/06/2014 को प्राप्त हुआ था।

[सं. एल-29011/47/2013-आईआर (एम)]

जोहन तोपनो, अवर सचिव

New Delhi, the 25th June, 2014

**S.O. 1847.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.No. 59/

2013) of the Cent. Govt. Indus. Tribunal-cum-Labour Court, Bhubaneswar now as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Bolani Ore Mines, RMD Sail, and their workman, which was received by the Central Government on 17/06/2014.

[No. L-29011/47/2013-IR (M)]

JOHAN TOPNO, Under Secy.

**ANNEXURE**

**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-  
CUM-LABOUR COURT, BHUBANESWAR**

**Present:**

Shri J. Srivastava,  
Presiding Officer, C.G.I.T.-cum-Labour  
Court, Bhubaneswar.

**INDUSTRIAL DISPUTE CASE NO. 59/2013**

Date of Passing Order – 13th February, 2014

**Between :**

The General Manager,  
Bolani Ore Mines, RMD SAIL,  
At./Po. Bolani, Dist. Keonjhar, Orissa.

... 1st Party-Management.

(And)

The President, Barbil Workers Union,  
At./Po. Bolani Dist. Keonjhar, Orissa.

... 2nd Party-Union.

**Appearances:**

For the 1st Party-Management None  
For the 2<sup>nd</sup> Party-Union None

**ORDER**

Case taken up. Parties are absent. The 2<sup>nd</sup> Party-Union has not filed any statement of claim despite sending notices through ordinary as well as regd. post. As such it seems that the 2<sup>nd</sup> party-Union is not interested in prosecuting its case. However the dispute cannot be adjudicated upon for want of pleadings on behalf of the parties. As such there is no alternative except to return the reference to the Government for necessary action at its end.

2. Accordingly the reference is returned to the Government unanswered for necessary action at its end.

Dictated & Corrected by me.

J. SRIVASTAVA, Presiding Officer



नई दिल्ली, 25 जून, 2014

**का.आ. 1848.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार ऑयल इंडिया लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, गुवाहाटी के पंचाट (संदर्भ संख्या 02/2012) को प्रकाशित करती है जो केन्द्रीय सरकार को 17/06/2014 को प्राप्त हुआ था।

[सं. एल-30011/23/2011-आईआर (एम)]

जोहन तोपनो, अवर सचिव

New Delhi, the 25th June, 2014

**S.O. 1848.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 02/2012) of the Central Government Industrial Tribunal/Labour Court, Guwahati now as shown in the Annexure in the industrial dispute between the employers in relation to the management of Oil India Limited, and their workman, which was received by the Central Government on 17/06/2014.

[No. L-30011/23/2011-IR (M)]

JOHAN TOPNO, Under Secy.

#### ANNEXURE

#### IN THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL- CUM-LABOUR COURT, GUWAHATI, ASSAM

**Present :** Shri L.C.Dey, M.A., LL.B. Presiding Officer,  
CGIT-cum-Labour Court, Guwahati.

#### Ref. Case No.02 of 2012

In the matter of an Industrial Dispute between :

The workmen, represented by Oil India Labour Union, Guwahati.

**-Vrs-**

The Management of Oil India Limited, Pipeline Division, Guwahati.

#### Appearances :

For the Workman : Mr. L.K.Rajkanwar, Advocate,

For the Management : Mr. S.N.Sarma, Sr. Advocate  
Mr. A.Jahid, Advocate,

#### AWARD

1. This Reference has been initiated on an Industrial Dispute exists between the employers in relation to the Management of Oil India Limited, Pipeline Division, Guwahati and their workmen, represented by the Secretary, Oil India Labour Union, Guwahati, which was referred to by the Ministry of Labour, Government of India under Clause (d) of sub-section (1) and sub-section (2A) of

Section 10 of the ID Act vide their order No.L-30011/23/2011-IR(M), dated 18.10.2011 in respect of the matter specified in the Schedule below:

#### SCHEDULE

“Whether the demand of the Oil India Labour Union on the management of OIL in its Pipeline Division, Guwahati demanding extension of the benefits of the settlement dated 11.8.2010 to the listed WCL workers (WCL(P)/WCL) of OIL Pipeline Division working in other locations at par with the listed WCL workers working at Duliajan and Moran of the same Pipeline Division is justified? If so, to what relief the workmen are entitled ?”

2. After registration of this Reference notices were issued upon both the Union and the Management of Oil India Limited. Accordingly both the parties appeared along with their learned Advocates and filed Claim Statement/ Written Statement respectively.

3. The case of the workers Union namely Oil India Labour Union ( in short OILU), in brief, is that the Oil India Limited being a Public Limited Company registered under Companies Act, 1956 having its registered Office at Duliajan in the District of Dibrugarh, Assam, entrusted with the exploring Crude Oil from different Oil Fields, and supplying the same to the different Oil Refineries namely Guwahati Oil Refinery, Bongaigaon Refinery and Barauni Refinery. The supply of Crude Oil is carried out through different Pipe Line and accordingly a Pipeline Division has been created by the OIL. The supply of Crude Oil is being made from one place to another through pump station and as such, 10 numbers of Pump Station have been created by the Pipeline Division, OIL, out of which Pump Station Nos. 1 and 2 are located at Duliajan and Moran, the Pump Station No.3 to 10 are located at Jorhat, Sekoni, Guwahati, Bongaigaon, Madarihat, Sonapur, Dumar & Barauni. In the Pump Station at Duliajan and Moran there are 18 numbers and 6 numbers of contract labourers respectively performing jobs of helpers to different technicians; and the identical nature of jobs are also carried out in the Pump Stations.

But the contract workers working in Pump Station Nos. 3 to 10 are not getting same wages as being availed by the similar nature of workers working in pump station Nos. 1 and 2. These workers are getting 40% above the minimum wages fixed by the Regional Labour Commissioner (Central) payable to all the skilled and unskilled workers for which the workers working in Pump Station Nos. 3 to 10 are not getting wages and other benefits as mentioned above. The Union mentioned that the Trade Union namely, Asom Toila Shramik Sanstha (ATSS) and Assam Petroleum Workers Union raised an Industrial Dispute for the wages payable to the contract labourer working in the different working fields. Accordingly a Settlement was arrived at on 11.8.2010

whereby different wages components to be paid to the contract labours were ensured. So far the settlement dated 11.08.2010 is concerned it pertains to works contract labours (listed) and the essence of the present dispute is that the members of this Union which espoused the present dispute are works contract labour (listed) and performing the same, similar and more particularly the identical jobs as being performed by the listed contract labours at Pump Station at Duliajan and Moran and hence, the works contract labours (listed) are entitled to have same benefit as enshrined in the Settlement dated 11.8.2010. Pursuant to the aforementioned the conciliatory settlement Employees Relation Department, Oil India Limited, Duliajan made a communication through their Head (Employee Relations) i/c, to all concerned department of Oil fields vide letter dated 20.11.2010 to the effect that a settlement was arrived at 11.08.2010 and in terms of this settlement the benefit is payable to the listed works contract labour have been refused. It was also intimated that this settlement would be applicable with respect to 1239 numbers of listed works contract labours. It is also mentioned in the said letter that the settlement dated 11.8.2010 would also be applicable to the contract labour working in the Pump Station Nos. 1 and 2, and the contract labours working in Pump Station Nos. 3 to 10 have not been included in this settlement. The management without any reason made this discrimination between the workers working in the pump station Nos.1 and 2 with that of the workers working in the pump station Nos.3 to 10.

The further case of the Union is that they submitted the letter dated 12.1.2011 requesting the General Manager (Pipeline Services), Oil India Limited, PHQ, Narangi to implement the Memorandum of Settlement dated 11.8.2010 for the workers (listed WCL) working in pump station Nos.3 to 10, and in reply the Management vide their letter dated 4.4.2011 informed the Union that the Memorandum of Settlement dated 11.8.2010 is only applicable to those workers who are working in the Oil Fields, and that those Oil Fields Workers were covered by a settlement which was expired on 13.12.2009 and a new settlement was entered into in this group of workers. But this contention of the management is not correct as the management vide their letter dated 10.11.2010 has specifically stated that this settlement is also applicable to the listed WCL working in pump station Nos. 1 and 2 and accordingly the concerned Deputy Chief Engineers of the said pump stations were informed to implement the same but there is no justifiable reason to exclude listed contract labourers who are working in the pump station Nos. 3 to 10. Thereafter they raised a dispute before the Regional Labour Commissioner (Central), Guwahati who initiated the conciliation proceeding but it fails. Hence, this reference.

4. The Management, on the other hand, contested the proceeding by filing written statement, stating inter-alia, that the order of reference has been made without

any application of mind as the dispute raised by the Union had once been rejected by the appropriate authority by its order dated 22.2.2011 on the ground that the bipartite settlement dated 12.6.2006 has been given legal sanctity by the Gauhati High Court and hence, the present dispute can not be adjudicated by the CGIT; that the service condition of the contract labour engaged in the Pipeline Division of Oil India Ltd. namely Pump Stations Nos. 3 to 10 are governed by the conciliatory settlement dated 12.6.2006 which is still in force; and that the contract labours engaged in the Pipeline Division of Oil India Ltd. namely Pump Station Nos.3 to 10 have its own Union known as Oil India Pipeline Mazdoor Union and the said Union represents the majority of the contract labourers engaged in pump station Nos. 3 to 10 but the present Union which raised the dispute is the Union of few contract labourers and they have no right to represent the majority of the contract labourers; and hence, the present reference is not maintainable and it is liable to be rejected. Further case of the management is that the contract labourers engaged by the contractor for contractual jobs of pipeline from pump station Nos. 3 to 10 had its own Union known as Oil India Pipeline Mazdoor (C) Union which raised a dispute for regularization and payment of same and similar wages for the year 1991 and then after discussion between the management and the Union with the intervention of the Conciliation Officer a Committee had been formed to identify the contract labourers who had been performing same and similar nature of work and thereafter a conciliatory settlement was signed on 23.12.92 wherein the Management had agreed to pay the same and similar wage to those listed 313 contract labourers which were categorized as WCL(P). During the pendency of the said settlement the Union preferred a Writ Petition before the Hon'ble High Court for regularization of the 313 WCL(P) and also for regularization of another around 100 contract labourers, and the said Writ Petition was disposed by the Hon'ble High Court observing that the petitioner union should approach the appropriate Government for issuance of necessary notification under Section 10 of the Contract Labour (Regulation and Abolition) Act, 1970. Then the Union approached the Central Government which vide Notification dated 25.1.2000 had prohibited employment of contract labour in 20 jobs in the pipeline division of the Oil India Limited. While the Management challenged the said Notification dated 25.1.2000 by filing Writ Petition before the Hon'ble Gauhati High Court and the said Writ Petition was dismissed. Again the Management preferred a Writ Appeal being No.W.A. 208/02 against the judgment and order passed by the Hon'ble High Court while the Hon'ble High Court expressed its views and asked the Union to reconsider their stand in view of the decision rendered by the Constitutional Bench of the Hon'ble Supreme Court in SAIL's case. Thereafter after several round of discussion both the management and the Union agreed on certain terms and conditions and signed a

Memorandum of settlement dated 12.6.2006 for enhancement of wages and allowances and certain benefits in respect of the listed contract labourers categorized as WCL(P) and other contract labourers engaged by contractors in OIL's Pipeline Division. Having enjoyed the benefit of the settlement dated 12.6.2006 some of the contract labourers who were earlier member of the OI Pipeline Mazdoor (C) Union formed a separate union in the name of Oil India Labour Union and got it registered on 3.10.2006 and the said new Union has been raising various dispute/demands from time to time on the points that had already been settled under the settlement dated 12.6.2006. The management again stated that in view of the decision in SAIL's case the present dispute is not maintainable and hence, prayed for framing preliminary issue on the maintainability of the order of reference and denied the contents of the claim statement and prayed for rejecting the reference.

5. On receipt of the claim statement and the written statement along with the petition for framing preliminary issue on the maintainability of the present reference, I have heard both the sides and disposed of the matter rejecting the prayer for framing of preliminary issue on the maintainability of the reference vide my order dated 14.2.2013. During pendency of the proceeding at hearing stage both the parties prayed for time on the ground that they are willing to settle up the dispute amicably and prayed for time. Accordingly considerable time was allowed to both the parties and finally both the parties appeared and submitted petition separately expressing their willingness to dispose of the proceeding on amicable settlement as per the terms of Settlement arrived at between the Management and the Union in presence of the Regional Labour Commissioner (Central), Guwahati.

6. I have perused the petitions submitted by both the sides along with the copies of Memorandum of Tripartite Settlement arrived at on 11.2.2014 between the parties before the Regional Labour Commissioner (Central), Guwahati along with the terms of settlement. I have also examined Sri Amal Sharma, General Secretary of Oil India Labour Union, Guwahati. In his statement Sri Amal Sharma categorically stated that this dispute is regarding refusal of the benefits of the Settlement dated 11.8.2010 to the labourers of IOL in its Pipeline Division, Guwahati working in other locations at par with the listed WCL workers working at Duliajan and Moran in the same pipeline Division. He also mentioned that during the pendency of this reference a Tripartite Settlement was arrived at between the Union and the Management in presence of the RLC (C), Guwahati on 11.2.2014 at Guwahati and accordingly both the parties agreed to the terms and conditions as enshrined in the Memorandum of Settlement. He has also proved the zerox copy of Memorandum of Settlement vide Exhibit-2 (proved on admission/without any objection from the management side). Sri Sarma, the

General Secretary of the Union has also prayed for disposal of the reference by passing an award in terms of the settlement.

7. In view of the above discussion and having regard to the pleadings of both the sides, statement of the General Secretary, Oil India Labour Union along with the Memorandum of Settlement arrived at on 11.2.2014 in presence of the RLC (C), Guwahati, it is revealed that the dispute between the parties have been settled up amicably under the conciliation of Regional Labour Commissioner (C), Guwahati. In order to maintain good relationship between the management and the Union and healthy environment in the Industrial Sector as well as for the ends of justice, I find no reason to stand as hurdle between the parties who have already settled up their dispute amicably. Accordingly this reference is disposed of allowing the benefits as enshrined in the terms of Tripartite Settlement arrived at on 11.2.2014 in presence of the RLC(C), Guwahati marked as Exhibit-2, which will form a part of this record as well as the Award.

Send the award to the Government as per procedure.

Given under my hand and seal of this Court on this 28<sup>th</sup> day of February, 2014, at Guwahati.

L. C. DEY, Presiding Officer

**FORM-H**

**[Rule 58 of Industrial Disputes (Central) Rules, 1957]**

#### **MEMORANDUM OF SETTLEMENT**

The Memorandum of Settlement is arrived at on 11<sup>th</sup> day of February, 2014, between the management of Oil India Limited, Pipeline Headquarters, Narangi, Guwahati (Hereinafter referred as Management) and Oil India Labour Union (Herein after referred as Union) in course of conciliation before Regional Labour Commissioner (C), Govt. of India, Guwahati-cum-Conciliation Officer under ID Act, 1947.

#### **PARTIES TO THE MoS :**

##### **Management's representatives from OIL:**

1. Sri R. Chaudhury, General Manager (PLS)
2. Sri H. C. Borah, Head (Admin) PL
3. Sri S. K. Rai, Head (L&C) PL
4. Sri A.K. Khatoniar, CM (Contracts) PL
5. Sri J.S. Mazumdar, CEPL (Civil)
6. Sri C.M. Borah, Dy CEPL (M)
7. Sri A. J. Saikia, Sr. Manager (ER) PL
8. Sri M. K. Tamuly, Manager (F&A) PL

##### **Representatives from Oil India Labour Union:**

1. Sri Manabendra Das, President
2. Sri Tapan Kr. Balmiki, Vice-President

3. Sri Amal Sarma, Gen. Secretary
4. Sri Dimbeswar Barman, Asst. Gen. Secretary
5. Sri Bikash Deka, Treasurer
6. Smt. Bobby Buragohain, Executive Member
7. Sri Kumudewar Kalita, Rep. P.S.3, Jorhat
8. Sri Debojit Bharali, Rep. P.S.3, Jorhat
9. Sri Nivas Dasmunchi, Rep. P.S.7, Madarihat
10. Sri Samsuddin Khan, Rep. P.S.8, Sonapur
11. Sri Sanjay Das, Rep. P.S.8, Sonapur
12. Sri Narendr Nath Maji, Rep. P.S.8, Sonapur
13. Sri Lolit Kr. Rajkonwar, Hony. Member/Legal Advisor
14. Sri Ramen Das, Gen. Secretary, AITUC (Assam State Committee) and All India Petroleum Workers Federation.

### SHORT RECITAL OF THE CASE

The General Secretary, Oil India Labour Union (Regn. No. 2165) vide their letter No. OILU/GHT/13/133 dated 17.06.2013 addressed to General Manager (PLS), Oil India Limited, Guwahati had served a Charter of Demands along with strike notice with hope to resolve their demands within a time bound period, failing the union will be constrained to resort to agitational programme. The management of Oil India Limited vide their letter no. PL/ER/S-3/2013/683 dated 24.06.2013 took up the issue with RLC (C), Guwahati with request to intervene in the matter and initiate conciliation proceedings under ID Act, 1947 since, the union has threatened to go for agitational programme/ strike with effect from 01.07.2013. On receipt of the letter from the Management of OIL, the issue was admitted as an industrial dispute and conciliation notices vide this office letter No. G/R.8(35)/2013 dated 02.07.2013 were issued to the concerned parties fixing the date of discussion/CP on 29.07.2013. The issue was discussed in various dates i.e. 29.07.2013, 19.08.2013, 10.09.2013, 23.09.2013, 21.10.2013, 11.11.2013, 03.02.2014 and finally on 11.02.2014. On 11.02.2014, in course of conciliation/CP after a protracted discussion held on the Charter of demands and with active participation and guidance of RLC (C), Guwahati, the issues raised by the union was resolved through this MoS.

Oil India Ltd. (OIL) (A Government of India Enterprise), Pipeline Department, PHQ, Narangi, Guwahati is engaging contract labours through Contractors for various skilled and unskilled contractual jobs throughout the Pipeline Division. The list of skilled and unskilled Contract Labours engaged on various contractual jobs through contractors in the entire Pipeline Division is enclosed herewith as Annexure -A.

The above list is excluding the number of Works Contract Labours (Listed), engaged in the Pump Station-1 (Duliajan), Pump Station-2 (Moran) and Pipeline Fields

(PLF), as these laboures are governed by 'MOS' dated 11.08.2010 and 28.05.2013 which was signed between the management, Oil India Ltd., Duliajan and the unions viz. (i) Assam Petroleum Workers Union (APWU), (ii) Assam Toila Shramik Sanstha (ATSS) and Sharammik Nyaik Dabi Parishad (SNDP) and Oil Shromik Oikya Parishad (OSOP).

The Oil India Labour Union, a registered trade union, the representative body of the Works Contract Labour (WCL Listed) placed a Charter of Demands vide No. OILU/GHT/12/112 dated 24.08.2012 before the OIL management demanding wage revision, other allowances and other benefits for the WCL (Listed) workers at par with the wages, allowances and other benefits as are being paid to the WCL (Listed) workers engaged in other fields of the company, The WCL (Listed) workers were governed till date as per the terms of the 'MOS' dtd. 12.06.2006 entered into between the management of OIL and the OIPM (C) Union, and the wages to the WCL (Listed) were being paid at the rate of wages prescribed by the Govt. of India (Ministry of Labour) circulated by (RLC) from time to time plus 40% of the said wages as consolidated allowance and other benefits as per terms of the 'MOS' dtd. 12.06.2006.

The Oil India Labour Union was approaching the management, OIL, from time to time to extend the benefits of wages, allowances, and other benefits at par with similar category of contract laboures engaged in other units of OIL.

The parties to the 'MoS' held a series of discussions and negotiations in various dates on the issues raised in the aforesaid charter of demands by the OILU. Finally the parties to the dispute agreed to resolve the issue in presence of RLC(C), Guwahati through this MoS.

### TERMS OF THE SETTLEMENT

**1.0 Categorization of Labours:** Both the parties to the dispute through this MoS agreed to categorize the WCL (Listed) workers as follows-

Skilled labours as "Category-I" and

Unskilled labours as "Category-II"

### 2.0 CATEGORY-I

**2.1 WAGES (Basic Pay):** The starting basic pay of Grade-I of Regular employees of Oil India Limited (presently which comes to Rs. 9,300 per month) will be paid to the category-I WCL (Listed) workers. As and when this basic pay is revised for Company's regular employees, the same revised starting Basic pay of Grade-I will be made applicable to the Category-I WCL (Listed) workers.

### 2.2 ALLOWANCE:

- (i) **Dearness Allowance :** DA fixed on the date of implementation will remain fixed throughout the year up to 31st December of the year. For the subsequent years the DA will be calculated based



on the average of the quarterly DA percentages prevalent during the previous years. Accordingly, the following % DA will be applicable. Accordingly, the % DA will be as under :

**Skilled:**

For the period - 01.01.2010 - 31.12.2010: @ 19.31%  
i.e. Rs. 1,795.83 p.m.

For the period - 01.01.2011 - 31.12.2011: @ 35.13%  
i.e. Rs. 3,332.43 p.m.

For the period - 01.01.2012 - 31.12.2012: @ 47.35%  
i.e. Rs. 4,581.45 p.m.

For the period - 01.01.2013 - 31.12.2013: @ 60.55%  
i.e. Rs. 5,975.82 p.m.

For the period - 01.01.2014 - 31.12.2014: @ 77.70%  
i.e. Rs. 7,821.76 p.m.

However, DA will be neutralized in the year when revision of basic pay to the regular employees of Company take place and the said revision of basic pay will be made applicable to the category-II labours as per the terms of this 'MoS'. Accordingly, in the subsequent year the DA will be calculated based on the percentage difference of the average quarterly DA percentages prevalent during the previous year.

**(ii) House Rent Allowance**

The House rent allowance will be paid @ 20% of Basic pay per month to the WCL(Listed) posted at PHQ, Guwahati and for other Pump Stations be paid 10% of Basic pay per month.

**(iii) Medical Allowance**

Medical Allowance will be paid @4% on the basic pay per month from the date of signing of MoS.

**(iv) Consolidated Allowance**

The category-I WCLs will be paid @ 20% of their basic pay per month as consolidated allowance.

**2.3 Annual Increment**

Annual increment will be paid @2% of their basic pay payable from 1st January of each year. However, those WCL (L) will not be entitled for the annual increment on the following conditions:

- (i) If found Medically unfit
- (ii) Unauthorized absence more than 10 days.
- (iii) In case of misconduct attracting disciplinary action.

**2.4 Provident Fund (PF) :** The Provident Fund will be @ 12 % of Basic pay + DA per month. The responsibility for deduction of PF and depositing the same along with

Employer's contribution with the PF authority will be by OIL India Ltd.

**2.5 Other Terms and Benefits :**

**2.5.1 Annual Leave with wages :** 18 (Eighteen days) annual leave with wages will be granted @ 1.5 days per month.

**2.5.2 Casual Leave :** 07 (seven) days casual leave with wages will be granted per annum.

**2.5.3 Holidays :** The listed WCLs will be entitled for 09 (nine) days paid holidays per annum on the following occasions provided the same do not fall on Sunday/ additional holiday(s). However, if any additional holiday(s) is/are declared under the Negotiable Instruments Act by the Govt. the benefits will be extended to the WCL (Listed) :

1. Republic Day
2. Independence Day
3. Mahatma Gandhi's Birthday
4. Bohag Bihu
5. Magh Bihu
6. Durga Puja
7. Ganesh Puja
8. Diwali
9. Chhatt Puja/Kati Bihu/Eid

**2.6 Halting Allowance**

In view of the operational requirement of pipeline activities which are unique and requires to depute people on and off for outstation duty and therefore, the OIL agreed to pay Rs. 300.00 and Rs.150.00 per day. Rs.300.00 will be applicable in case when Night Halt is required outside the place of work and Rs. 150.00 when no night halt is required. (this benefit will be effective from the date of signing of this MoS).

**3.0 CATEGORY-II**

**3.1 WAGES (Basic Pay) :** The Starting basic pay of Grade-I of Regular employees of Oil India Limited (presently which comes to Rs. 9,300 per month) will be paid to the category-II WCL (Listed) workers. As and when this basic pay is revised for Company's regular employees, the same revised starting Basic pay of Grade-I will be made applicable to the Category-II WCL (Listed) workers.

**3.2 ALLOWANCE:**

- (i) Dearness Allowance: DA fixed on the date of implementation will remain fixed throughout the year upto 31st December of the year. For the subsequent years the DA will be calculated based on the percentage difference of the average quarterly DA percentages prevalent during the



previous two years. Accordingly, the %DA will be as under:

For the period - 01.01.2010 - 31.12.2010: @ 4.86% i.e. Rs. 451.98 p.m.

For the period - 01.01.2011 - 31.12.2011: @ 10.99% i.e. Rs. 1,042.51 p.m.

For the period - 01.01.2012 - 31.12.2012: @ 20.00% i.e. Rs. 1,935.14 p.m.

For the period - 01.01.2013 - 31.12.2013: @ 25.57% i.e. Rs. 2,523.56 p.m.

For the period - 01.01.2014 - 31.12.2014: @ 32.82% i.e. Rs. 3,303.86 p.m.

However, DA will be neutralized in the year when revision of basic pay to the regular employees of Company take place and the said revision of basic pay will be made applicable to the category-II labours as per the terms of this 'MoS'. Accordingly, in the subsequent year the DA will be calculated based on the percentage difference of the average quarterly DA percentages prevalent during the previous two years.

**(ii) House Rent Allowance**

The House rent allowance will be paid @ 20% of Basic pay per month for the WCL(Listed) posted at PHQ, Guwahati and for other Pump Stations be paid @ 8% of Basic pay per month.

**(iii) Medical Allowance**

Medical Allowance will be paid @ 4% on the basic pay per month from the date of signing of MOS.

**(iv) Consolidated Allowance**

The category-II WCLs will be paid @ 5% of their basic pay per month as consolidated allowance.

**3.3 Annual Increment**

Annual increment will be paid @ 2% of their basic pay payable from 1st January of each year. However, those WCL will not be entitled for the annual increment on the following conditions:

- (i) If found Medically unfit
- (ii) Unauthorized absence more than 10 days.
- (iii) In case of misconduct attracting disciplinary action.

**3.4 Provident Fund (PF) :** The Provident Fund will be @ 12 % of Basic pay + DA per month. The responsibility for deduction of PF and depositing the same along with Employer's contribution with the PF authority will be by OIL India Ltd.

**3.5 Other Terms and Benefits :**

**3.5.1 Annual Leave with wages :** 18 (Eighteen days) annual leave with wages will be granted @ 1.5 days per month.

**3.5.2 Casual Leave :** 07 (seven) days casual leave with wages will be granted per annum.

**3.5.3 Holidays :** The listed WCLs will be entitled for 09 (nine) days of paid holidays per annum on the following occasions provided the same do not fall on Sunday/ additional holiday(s). However, if any additional holiday(s) is/are declared under the Negotiable Instruments Act by the Govt. the benefits will be extended to the WCL (Listed) :

1. Republic Day
2. Independence Day
3. Mahatma Gandhi's Birthday
4. Bohag Bihu
5. Magh Bihu
6. Durga Puja
7. Ganesh Puja
8. Diwali
9. Chhatt Puja/Kati Bihu/Eid

**3.6 Halting Allowance**

In view of the operational requirement of pipeline activities which are unique and requires to depute people on and off for outstation duty and therefore, the OIL agreed to pay Rs.300.00 and Rs.150.00 per day. Rs. 300.00 will be applicable in case when Night Halt is required outside the place of work and Rs.150.00 when no night halt is required. (this benefit will be effective from the date of signing this MoS).

**4.0 Other benefits (for both Category-I & II):**

**4.1 Age Relaxation :** The WCL (L) both skilled and unskilled categories will be allowed age relaxation to the extent of service rendered by them as contract labour through the contractor and will be considered for direct external recruitment in OIL provided they fulfill all other notified criteria and are sponsored along with other aspiring candidates by the Employment Exchange against notified of vacancies, if any, as per company's laid down policies.

**4.2 Medical Facilities:** The listed WCL (L) shall be given free medical treatment by the Company in the event of work accident arising out of and in the course of employment.

**4.3** In case of death of a WCL(L) due to work accident arising out of and in the course of employment, his/her own son/daughter/spouse will be considered for engagement by the Contractor as per the respective category of the deceased WCL(Listed) which is however subject to the son daughter having attained the age of 18 years and fulfilling the requisite qualification/eligibility.

**4.4 Overtime :**

Overtime wages shall be paid to the Category-I & II WCL(L)s as per rules whenever they are engaged to work beyond 08(eight) hours a day.

**5.0 EFFECTIVE DATE / PERIOD OF THE MOS :** This 'MoS' will remain in force for a period of 10 (ten) years w.e.f. 01.01.2010 and shall expire on 31.12.2019. The same will be revised thereafter. However, the Medical allowance, Over time, Halting allowance, Leave will be effective from the date of signing of MoS. In the event, if the pay scale of the regular employees of the company are revised during the intervening period more specifically, on any date during the effective period of this 'MoS', the said revised basic pay shall be made applicable to both categories of labours i.e. category-I & II with effect from the same date made applicable to the regular employee of the company.

The payment of arrears & wages and other allowances as stated above will be paid by respective contractors and Oil India Ltd. will reimburse the same to the respective contractors.

**6.0** Both the parties agreed that during the period of operation of this Memorandum of Settlement, they shall neither raise any further demand having financial burden nor put up any fresh demand on the issues which is being settled by this Settlement.

**7.0** Both the parties of the dispute including Management of Oil India Limited shall report the implementation of the settlement within 90 days of signing of the Memorandum of Settlement. If no report is received within the stipulated period the settlement shall be termed as implemented.

This settlement is just reasonable and fair to both the parties.

**Representing the Management of OIL:**

1. -Sd- (R. Chaudhury)
2. -Sd- (H. C. Borah)
3. -Sd- (S. K. Rau)
4. -Sd- (A.K. Khatoniar)
5. -Sd- (J.S. Mazumdar)
6. -Sd- (C.M. Barah)
7. -Sd- (A. J. Saikia)
8. -Sd- (M. K. Tamuly)

**Representing the Oil India Labour Union:**

1. -Sd- (Manabendra Das)
2. -Sd- (Tapan Kr. Balmiki)
3. -Sd- (Amal Sarma)
4. -Sd- (Dimbeswar Barman)
5. -Sd- (Bikash Deka)
6. -Sd- (Boby Buragohain)
7. -Sd- (Kumudeswar Kalita)
8. -Sd- (Debajit Poharali)
9. -Sd- (Nivas Das Munshi)

10. -Sd- (Samsuddin Khan)
11. -Sd- (Sanjoy Das)
12. -Sd- (Narendra Nath Maji)
13. -Sd- (Lolit Kr. Rajkonwar) Legal Advisar
14. -Sd- (Ramen Das, Dy. Gen. AITUC, & AIPWF)

Signed before me on this 11th day of February, 2014 at Guwahati.

(T. Behera)  
Regional Labour Commissioner (Central)  
&  
Conciliation Officer, Guwahati

Witness :

1. -Sd-
2. -Sd-
3. -Sd-

**ANNEXURE-A**

| Sl. No. | Name                   | Sation/Section |
|---------|------------------------|----------------|
| 1       | 2                      | 3              |
| 1.      | Sri Prabin Borah       | PS-3           |
| 2.      | Sri Prabin Kr. Saikia  | PS-3           |
| 3.      | Sri Biju Likhok        | PS-3           |
| 4.      | Sri Amrit Saikia       | PS-3           |
| 5.      | Sri Anil Bora          | PS-3           |
| 6.      | Srid Anil Dutta        | PS-3           |
| 7.      | Srid Jugal Baruah      | PS-3           |
| 8.      | Sri Mukul Ch. Dutta    | PS-3           |
| 9.      | Sri Debojit Bharali    | PS-3           |
| 10.     | Sri Robin Saikia       | PS-3           |
| 11.     | Sri Mintumoni Hazarika | PS-3           |
| 12.     | Sri Baneswar Bharali   | PS-3           |
| 13.     | Sri Sanjit Kr. Dutta   | PS-3           |
| 14.     | Sri Kumudeswar Kalita  | PS-3           |
| 15.     | Sri Ranju Kr. Dutta    | PS-3           |
| 16.     | Sri Kanak Bora         | PS-3           |
| 17.     | Sri Dulal Talukdar     | PS-3           |
| 18.     | Sri Bitupan Bharali    | PS-3           |
| 19.     | Sri Dandi Ram Bora     | PS-3           |
| 20.     | Sri Pradip Ch. Bora    | PS-3           |
| 21.     | Sri Hiranya Dutta      | PS-3           |
| 22.     | Sri Prasanta Bora (i)  | PS-3           |
| 23.     | Sri Nabin Ch. Dutta    | PS-3           |
| 24.     | Sri Robin Bora         | PS-3           |

| 1   | 2                         | 3       | 1    | 2                     | 3               |
|-----|---------------------------|---------|------|-----------------------|-----------------|
| 25. | Sri Diganta Kr. Bora      | PS-3    | 68.  | Sri Ganesh Ram        | PHQ, ER         |
| 26. | Sri Dhrubajyoti Dutta     | PS-3    | 69.  | Sri Sunil Routh       | PHQ, ER         |
| 27. | Sri Dibyadhar Bora        | PS-3    | 70.  | Sri Suraj Routh       | PHQ, ER         |
| 28. | Sri Gakul Barua           | PS-3    | 71.  | Sri Randhir Ram       | PHQ, ER         |
| 29. | Sri Ghanakanta Bora       | PS-3    | 72.  | Sri Chavata John      | PHQ, ER         |
| 30. | Sri Naren Borah           | PS-3    | 73.  | Sri Sanjay Routh      | PHQ, ER         |
| 31. | Sri Anju Saikia           | PS-3    | 74.  | Sri Rajesh Ram        | PHQ, ER         |
| 32. | Sri Muhidhar Bora         | PS-3    | 75.  | Sri Manoj Routh       | PHQ, ER         |
| 33. | Sri Ananta Bora           | PS-3    | 76.  | Sri Jyotish Routh     | PHQ, ER         |
| 34. | Sri Haren Ch. Bhuyan      | PS-3    | 77.  | Sri C. H. Raju        | PHQ, ER         |
| 35. | Sri Bapdhan Bora          | PS-3    | 78.  | Sri Bhadoram Tumung   | PHQ, ER         |
| 36. | Sri Biren Das             | PS-3    | 79.  | Sri Bhupen Tumung     | PHQ, ER         |
| 37. | Sri Mantu Das             | PS-3    | 80.  | Sri Millick Ch. Boro  | PHQ, ER         |
| 38. | Sri Bijoy Bharali         | PS-3    | 81.  | Sri Kushal Rahang     | PHQ, ER         |
| 39. | Sri Pankaj Kr. Bora       | PS-3    | 82.  | Sri Darashing Tumung  | PHQ, ER         |
| 40. | Sri Biren Bora            | PS-3    | 83.  | Sri Dharmendra Rahang | PHQ, ER         |
| 41. | Sri Amrit Dutta           | PS-3    | 84.  | Sri Gojen Rahang      | PHQ, ER         |
| 42. | Sri Prasanta Bora (ii)    | PS-3    | 85.  | Sri Haren Bungrung    | PHQ, ER         |
| 43. | Sri Mahesh Panika         | PS-4    | 86.  | Sri Anil Tumung       | PHQ, ER         |
| 44. | Sri Kartik Panika         | PS-4    | 87.  | Sri Suresh Rahang     | PHQ, ER         |
| 45. | Sri Subhash Ch. Shah      | PS-4    | 88.  | Sri Umashankar Muchi  | PHQ, ER         |
| 46. | Sri Bipin Ganju           | PS-4    | 89.  | Sri Phul Teron        | PHQ, ER         |
| 47. | Sri Jiten Ghatowal        | PS-4    | 90.  | Sri Suresh Muchi      | PHQ, ER         |
| 48. | Sri Hemo Killing          | PS-4    | 91.  | Sri Sulendar Routh    | PHQ, ER         |
| 49. | Sri Biren Kharia          | PS-4    | 92.  | Sri Tulshi Horijan    | PHQ, ER         |
| 50. | Sri Debojit Borah         | PS-4    | 93.  | Sri Shyam Kr. Ram     | PHQ, ER         |
| 51. | Miss Rubi Bhuyan Talukder | PHQ, ER | 94.  | Sri Bijoy Routh       | PHQ, ER         |
| 52. | Sri Mintu Bordoloi        | PHQ, ER | 95.  | Sri Ramesh Routh      | PHQ, ER         |
| 53. | Sri Khubir Ali            | PHQ, ER | 96.  | Sri Sanatan Routh     | PHQ, ER         |
| 54. | Sri Mormeswar Mahanta     | PHQ, ER | 97.  | Sri Karan Horijan     | PHQ, ER         |
| 55. | Sri Pratap Bezbaruah      | PHQ, ER | 98.  | Sri Rajkumar Routh    | PHQ, ER         |
| 56. | Sri Dinesh Bezbaruah      | PHQ, ER | 99.  | Sri C.H. Sainti       | PHQ, ER         |
| 57. | Md. Ausmuddin Ali         | PHQ, ER | 100. | Sri Nripen Rava       | PHQ, ER         |
| 58. | Sri Prabin Ch. Barman     | PHQ, ER | 101. | Sri Thomes Reddy      | PHQ, ER         |
| 59. | Sri Barahamdeo Shah       | PHQ, ER | 102. | Sri Bhabajit Sharma   | PHQ, ER         |
| 60. | Md. Husan Ali             | PHQ, ER | 103. | Sri Phuljogi Rai      | PLM             |
| 61. | Sri Rohit Rai             | PHQ, ER | 104. | Mrs. Usha Sharma      | PLM             |
| 62. | Sri Puren Tumung          | PHQ, ER | 105. | Sri Rohini Kr. Nath   | PLM             |
| 63. | Sri Dasarath Lalung       | PHQ, ER | 106. | Sri Gakul Barman      | PLM             |
| 64. | Sri Ajit Ch. Kalita       | PHQ, ER | 107. | Sri Ramesh Prasad     | PS-5 (OPS)      |
| 65. | Md. Latif Ali             | PHQ, ER | 108. | Sri Hali Ram Barman   | RS-8, Dharampur |
| 66. | Sri Manoj Basfore         | PHQ, ER | 109. | Sri Biplab Rava       | PS.5 (OPS)      |
| 67. | Sri Kapi Raj Telegu       | PHQ, ER | 110. | Sri Ranjit Chetry     | PS.5 (OPS)      |

| 1    | 2                       | 3            | 1    | 2                         | 3                |
|------|-------------------------|--------------|------|---------------------------|------------------|
| 111. | Sri Atul Ch. Das        | PS-5 (OPS)   | 154. | Sri Dimbeswar Burman      | Telecom          |
| 112. | Sri Kusha Mushahari     | PS-5 (OPS)   | 155. | Sri Mudhab Bezbaruah      | Medical          |
| 113. | Sri Lohit Kalita        | Land         | 156. | Sri Baneswar Boro         | PS-5, Electrical |
| 114. | Sri Sunil Kr. Roy       | Hindi        | 157. | Sri Binod Ch. Das         | PS-6             |
| 115. | Sri Manoranjan Kalita   | Mech. Maint. | 158. | Sri Naresh Nath           | PS-6             |
| 116. | Md. Babluddin           | Mech. Maint. | 159. | Sri Suresh Rai            | PS-6             |
| 117. | Sri Biswajit Bordoloi   | Mech. Maint. | 160. | Sri Sanjay Rava           | PS-6             |
| 118. | Sri Biswajit Sinha      | Mech. Maint. | 161. | Sri Ratirarn Oraon        | PS-7             |
| 119. | Sri Kheero Bora         | Mech. Maint. | 162. | Sri Nivas Das Munshi      | PS-7             |
| 120. | Sri Anandi Hazarika     | Mech. Maint. | 163. | Sri Rajesh Kumar Shah     | PS-7             |
| 121. | Sri Anil Barman         | Mech. Maint. | 164. | Sri Vinod Horizon         | PS-7             |
| 122. | Sri Arup Goswami        | Mech. Maint. | 165. | Sri Ratan Naik            | PS-7             |
| 123. | Sri Siddheswar Sarma    | Mech. Maint. | 166. | Sri D.K. Barman           | PS-7             |
| 124. | Mrs. Boby Buragohain    | Mech. Maint. | 167. | Sri Ethora Kharia         | PS-7             |
| 125. | Mrs. Jayanti Bala Das   | Admin        | 168. | Sri Kumar Naik            | PS-7             |
| 126. | Sri Amal Kr. Sarma      | Admin        | 169. | Sri Bhakta Prasad Thapa   | PS-7             |
| 127. | Sri Dhiren Barman       | Admin        | 170. | Sri Shayam Bahadur Thapa  | PS-7             |
| 128. | Sri Chittaranjan Deka   | Accounts     | 171. | Md. Nasrul                | PS-8             |
| 129. | Sri Pankaj Kr. Kalita   | Accounts     | 172. | Md. Nasir Sah             | PS-8             |
| 130. | Sri Manabendra Das      | Materials    | 173. | Md. Kaffiluddin           | PS-8             |
| 131. | Sri Chintu Bora         | Materials    | 174. | Md. Kashimuddin           | PS-8             |
| 132. | Sri Samin Rajbongshi    | Materials    | 175. | Sri Buchan Sonar          | PS-8             |
| 133. | Sri Chatindra Kalita    | Materials    | 176. | Sri Sankar Kahar          | PS-8             |
| 134. | Sri Biswajit Upadhyay   | Materials    | 177. | Md. Samsuddin Khan        | PS-8             |
| 135. | Sri Sriram Jaiswal      | Materials    | 178. | Sri Monoj Kr. Dey         | PS-8             |
| 136. | Sri Bhupen Goswami      | Security     | 179. | Sri Gobin Mallik          | PS-8             |
| 137. | Sri Hemodhar Saikia     | Security     | 180. | Sri Mantu Mallik          | PS-8             |
| 138. | Sri Jyotish Das         | Security     | 181. | Sri Enarmal Mallick       | PS-8             |
| 139. | Sri Tapan Balmiki       | PL-P         | 182. | Sri Ranjit Das            | PS-8             |
| 140. | Sri Bikash Deka         | PL-P         | 183. | Sri Nidhir Kar            | PS-8             |
| 141. | Sri Khub Chand Thakur   | PL-P         | 184. | Sri Jogender Balmiki      | PS-8             |
| 142. | Sri Deep Kalita         | Civil        | 185. | Sri Bimal Saha            | PS-8             |
| 143. | Sri Belahu Abang        | Civil        | 186. | Sri Sabir Alam            | PS-8             |
| 144. | Sri Kartik Bungrung     | Civil        | 187. | Sri Monoj Kr. Ram         | PS-8             |
| 145. | Sri Jiten Rahang        | Civil        | 188. | Sri Umesh Harizon         | PS-8             |
| 146. | Sri Chanakya Das        | Civil        | 189. | Sri Narendra Nath Maji    | PS-8             |
| 147. | Sri Nibaran Deka        | Civil        | 190. | Md. Giasuddin             | PS-8             |
| 148. | Sri Munna Srivastav     | Civil        | 191. | Sri Priyatosh Chakraborty | PS-8             |
| 149. | Sri Jitu Kharmariya     | Civil        | 192. | Md. Abdul Khalek          | PS-8             |
| 150. | Sri Mintu Kakati        | Civil        | 193. | Sri Sriram Kahar          | PS-8             |
| 151. | Sri Sankar Baitha       | Civil        | 194. | Sri Kunal Gurung          | PS-8             |
| 152. | Sri Dhaneswar Engti     | Civil        | 195. | Sri Dilip Singha          | PS-8             |
| 153. | Sri Hari Narayan Kalita | Telemetry    | 196. | Sri Bijoy Kr. Prasad      | PS-8             |

| 1    | 2                       | 3     |
|------|-------------------------|-------|
| 197. | Sri Nandalal Harizon    | PS-8  |
| 198. | Sri Sanjay Kr. Mallik   | PS-8  |
| 199. | Sri Biplab Purbey       | PS-8  |
| 200. | Sri Sanjay Kr. Das      | PS-8  |
| 201. | Sri Pradeep Kr. Sinha   | PS-8  |
| 202. | Sri Anil Kr. Routh      | PS-8  |
| 203. | Sri Bishnu Kahar        | PS-8  |
| 204. | Sri Chandan Mandal      | PS-9  |
| 205. | Sri Sitaram Singh       | PS-9  |
| 206. | Sri Jogadish Sarma      | PS-9  |
| 207. | Sri Ambika Mandal (Rai) | PS-9  |
| 208. | Md. Haffizuddin         | PS-9  |
| 209. | Sri Ram Prasad Mandal   | PS-9  |
| 210. | Sri Binoy Kr. Singh     | PS-9  |
| 211. | Sri Ramayan Singh       | PS-9  |
| 212. | Sri Prakash Choudhury   | PS-9  |
| 213. | Sri Joginder Sharma     | PS-9  |
| 214. | Sri Vico Mandal         | PS-9  |
| 215. | Md. Rijajul             | PS-9  |
| 216. | Sri Kamaleswari Sharma  | PS-9  |
| 217. | Sri Shankar Mandal      | PS-9  |
| 218. | Sri Upendra Mandal      | PS-9  |
| 219. | Sri Kirtya Nand Yadav   | PS-9  |
| 220. | Sri Sigeswar Mandal     | PS-9  |
| 221. | Sri Nowal Kishor Mandal | PS-9  |
| 222. | Sri Suresh Choudhury    | PS-9  |
| 223. | Sri Lalo Rajak          | PS-10 |
| 224. | Sri Rajesh Kumar        | PS-10 |
| 225. | Sri Ashok Kumar         | PS-10 |
| 226. | Sri Shambu Das          | PS-10 |
| 227. | Sri Balmiki Paswan      | PS-10 |
| 228. | Sri Rakesh Kr. Routh    | PS-10 |
| 229. | Sri Shiro Das           | PS-10 |
| 230. | Sri Budhan Paswan       | PS-10 |
| 231. | Sri Varahamdev Das      | PS-10 |
| 232. | Sri Paaro Paswan        | PS-10 |

नई दिल्ली, 25 जून, 2014

**का.आ. 1849.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार ओ.एन.जी.सी. लिमिटेड के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, अहमदाबाद के पंचाट (संदर्भ संख्या

72/2005) को प्रकाशित करती है जो केन्द्रीय सरकार को 17/06/2014 को प्राप्त हुआ था।

[सं. एल-15025/2/2014-आईआर (एम)]

जोहन तोपनो, अवर सचिव

New Delhi, the 25th June, 2014

**S.O. 1849.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No.72/2005) of the Central Government Industrial Tribunal/Labour Court, Ahmedabad now as shown in the Annexure, in the industrial dispute between the employers in relation to the management of O.N.G.C. Limited, and their workmen, which was received by the Central Government on 17/06/2014.

[No. L-15025/2/2014-IR (M)]

JOHAN TOPNO, Under Secy.

#### ANNEXURE

#### BEFORE THE C.G.I.T.-CUM-LABOUR COURT, AHMEDABAD

**Present :** Binay Kumar Sinha, Presiding Officer  
C.G.I.T.-cum-Labour Court, Ahmedabad

Dated: 20<sup>th</sup> March, 2014

#### Complaint (CGITA) No. 72 of 2005

Complaint (ITC) No. 7 of 2000 (old)

In

Reference (ITC) No. 172 of 1999

Under Section 33A of Industrial Dispute Act

Ashok Kumar Ramkaran Singh

C/o Dal Sagar Singh

Khadi Gramudyog Prayog Samiti

Gandhi Ashram, Near Subhash Bridge

Vadaj, Ahmedabad-380027

...Applicant

#### Versus

1. The General Manager (Project)  
O.N.G.C., Avni Bhavan, Chandkheda  
Ahmedabad (Gujarat)

2. Industrial Security Services  
C/o. O.N.G.C. Ltd., Avni Bhavan,  
Chandkheda, Ahmedabad

3. Super Denser Pvt. Ltd.  
C/o. O.N.G.C. Ltd., Avni Bhavan,  
Chandkheda, Ahmedabad

4. D.B.Enterprise, C/o. O.N.G.C. Ltd.  
Avni Bhavan, Chandkheda  
Ahmedabad

...Opponent



**Appearance :**

For the Applicant : Shri Raghuvir Mali  
 For the O.P. No. 1 : Shri K.V. Gadhia, Advocate  
 Shri Mahender K. Patel,  
 Advocate  
 For the O.P. No. 2 to 4 : None

**ORDER/AWARD**

This is a complaint case under section 33A of the I.D. Act, 1947 alleging there in that he is one of the workman out of 49 as per list involved in the reference I.T.C. 172/99 pending for adjudication on the terms of reference specified in the schedule of the reference order dated 18-11-1999 and that his name is at Serial No. 41 in the list on the demand of the Union General Mazdoor Sabha is that the so called contract of under which the 49 employee working in various department of ONGC, Ahmedabad project is sham and bogus arrangement and these concerned employees be treated in direct employment in ONGC, Ahmedabad project from their date of engagement with all consequential benefits through the so called contractors in legal and justified? If so what relief the concerned workmen are entitled and from which date?" It has been alleged as per complaint application on Ex-1 that he is doing his duty of khalasi diligently for the past several years but on 12-06-2000 he was stopped from doing work by verbal order of officer Shri B.M. Shahu and he was removed from the work by the opponents, praying also that opponent should be directed to provide him with work and to pay him the monetary loss suffered by him. This action of the opponents are illegal, he has given notice dated 15-06-2000 to the opponents corporation received on 19-06-2000 but inspite of that he has not been taken back on duty.

2. O.P.No. 1(O.N.G.C.) had filed W.S.(Ext.11) inter alia denying various contentions raised by the complainant, stating that this O.P. has not contravened any Provisions of Section 33 of the I.D. Act, and so this complaint is not maintainable, there's no relation of master and servant between this O.P.No. 1 and the complainant. It has been denied that the complainant is connected employee of the reference ITC 172/99. The contention of corporation further is that they have not stopped the complainant to join duties from 12-06-2000 they have not removed/terminated the service of complainant orally nor they have changed the service condition of the complainant.

3. It may be noted that earlier vide award dated 9-8-2002 passed by Smt. N. J. Shelat, Presiding Officer, Industrial Tribunal(Central) Ahmedabad the complaint (Ext. 1) was rejected holding that the Complainant is not entitled to get any reliefs, on the ground that complainant was working with the contract or as per own admission in his cross examination

that at present he is working with the Industrial Security Services and that contractors have not been made parties in this complaint case. This award dated 9-8-2002 was challenged before the Hon'ble Gujarat High Court in S.C.A. No. 2281 of 2004 by the complainant Ashok Kumar Ramkaran Singh and the Hon'ble Court vide oral order dated 23.12.2004 the award dated 9-8-2002 was set aside and the matter was remanded back to the Industrial Tribunal for fresh hearing and decision on own merits after permitting the petitioner (complainant) to join the contractors as a party in the complaint. Consequently on remand of the complaint case for fresh hearing, the complainant filed application Ext.45 to make O.P.No. 2, 3 & 4 (contractors) as parties to the case which was allowed by the tribunal while order passed on 20-8-2010 and these contractors are impleaded as O.P.No.2 to 4 in this complaint case.

4. Notice were issued to newly impleaded contractors (O.P. No. 2 to 4) but none of them appeared in this case. The complainant side filed an application dated 23-09-2013(Ex-58) seen by Shri M.K. Patel for O.P.No. 1 to the effect the contractor O.P.No. 4 (D.B. Enterprise) had stopped the complainant from work at that time and so contractor O.P.No. 2&3 deleted from the cause title. This application (Ext.58) was not moved so no order has been passed. The complainant side also filed an application dated 23-09-2013 (Ext.59) seen by O.P.No.1 lawyer Shri M.K. Patel to the effect that inspite of notice impleaded contractors did not appear in the case and so no need to adduce fresh evidence and that the evidence already adduced in the past on behalf of both parties and in sufficient.

So the oral evidence of the complainant be treated as closed, Accordingly contesting corporation side (O.P.No. 1) also filed application dated 23-09-2013 (Ex-60) to close the evidence of O.P.No. 1 since evidence already adduced in the past. There after fresh argument of the complainant and O.P.No. 1(O.N.G.C.) were heard and the matter fixed for order. It may be mentioned here that the record of this case received on transfer by order of M.O.L. on 25.11.2010 from Industrial Tribunal, Ahmedabad.

5. The point for determination is whether the Service condition of the complainant workmen whose name appear at Sr. No.41 in the list of workmen involved in the reference I.T.C. 172/99 was changed w.e.f. 12-06-2000 by stopping him to perform his duties in the premises of the principal employee O.N.G.C. in contravention of the provision of Section 33(1) of the I.D. Act.

6. Both Parties- complainant and O.P.No. 1 adduced evidence in this case, The complainant Ashok Kumar Ramkaran Singh has examined himself insupport of case as per complaint vide Ext.14 on 15-11-2000. He was cross examined on 08-03-2001 by the lawyer of O.P.No.-1 and he stated that at present he is working as an employee of

Industrial Security Services(Newly impleaded O.P.No. 2) and doing the work of the 1<sup>st</sup> party by reference(opposite party in this case). He deposed that one Shri Shuklaji is running this (Industrial Security Services) and he is doing work given by Shri Shuklaji and that he is being given his salary by cheque also by the security person Shri Shuklaji on the other hand O.P.No. 1(O.N.G.C. Ltd.) has examined Vijayanand Madhusudan Sahu vide Ext.17,working as Superintending Engineer with the corporation. He deposed that in his department there is contract of Industrial Security Service, that 49 as workmen whose name are stated original I.T.C. 172/99 are workers of contractor and that the name of complainant Ashok Kumar Ramkaran Singh is amongst 49 workmen. In cross examination he deposed that contractor was giving wage slip to workers and was making payment to workers by cheque. Wage slips and cheques have been marked exhibits during cross examination as Exts.22 to 26. He further deposed that Ashok Kumar Ramkaran Singh has stopped coming to work from 2001 and that contractor is looking after the work of his workman.

7. The Complainant produced 15 documents as per list Ext.13. Ext.13/1 is non employees entry pass of O.N.G.C., Ahmedabad project issued on 10-05-1993 and valid till 30-05-1993 on the name of complainant Ashok Kumar Singh under M/s. Ganesh Kamdar Mazdoor Sahkari Mandali with seal and signature of Security Officer of O.N.G.C., Ahmedabad project. End 13/2 is same type of pass in the name of Ashok Kumar Ramkaran Singh for the period 15-07-1993 to 31-12-1993 under contractor M/s. Public Power Mazdoor Kamdar contract Labour, End 13/3 is entry pass of Ashok Kumar Ramkaran Singh issued on 04-12-1994 and expire on 01-05-1995 under contractor public power Majoor Kamdar Sahkari Mandali Ltd. End 13/4 is wage slip issued to Ashok Kumar Ramkaran Singh of august 1999. Ext.22to26 are wage slips issued by contractoers Public Power Majoor Kamdar Sahkari Mandli. Industrial Security Services from the year 1999 upto Jan. 2000.

8. On consideration of the oral and documentary evidence Ext.13/1 to 13/15 it is proved that the complainant Ashok Kumar Ramkaran Singh is one of the workman listed 49 names at Sl.No. 41 in reference case and was working under different contractors, though contractors used to be changed at regular interval but complainant was working. More so, due to not putting any defense by the impleaded contractors O.P.No. 2 to 4, the evidence of complainant Ashok Kumar Ramkaran Singh has to be alleged that he was stopped orally from working on 12-06-2000 where the reference case ITC 172/99 was pending and that has certainly changed his service condition during pendency under provision of Section 33 of I.D.Act. As per pursis (Ext.58) duly seen and noted by the lawyer of contesting O.P. No. 1 without any objection shows that as the relevant time on 12-02-2000,the complainant Ashok Kumar

Ramkaran Singh was working under contractor D.B.Enterprize (O.P.No. 4) who stopped him from working orally that amounting to his termination means change of service condition during pendency of the reference I.T.C. 172 of 1999. Since the contractor B.B. Enterprize (O.P.No. 4) stopped the complainant Ashok Kumar Ramkaran Singh to do work in the premise of O.P.No. 1(O.N.G.C.) so O.P.No. 1 is also liable why not out of 49 workmen involved one workman Ashok is comming on duty since 12-06-2000 and even after notice to O.P. No. 1 being principal employer O.P.No. 1 failed to resolved the matter for taking Ashok on work duty by the concerned contractor M/s D.B.Enterprize,O.P.No. 1 ought to have black listed this contractor O.P.No. 4 but keeping silence by the principal employer (O.P.No. 1) Someway also made it liable for change of service condition during pendency of reference I.T.C. 172/1999.

9. For the reasons noted above this complainant U/s 33A of I.D.Act,1947 made by one of the affected workman Shri Ashok Kumar Ramkaran Singh is allowed on contract with cost against O.P.No. 1 and exparte with cost against O.P.No. 4 (D.B.Enterprize). O.P.No. 1 is directed to pay cost of Rs. 4,000 and O.P.No. 4 is directed to pay cost of Rs. 40,000 to the complainant.Since the reference I.T.C. 172/99 is pending so the principal employer (O.N.G.C., Ahmedabad Project) O.P.No. 1 is also cost upon a sincere duty to get the complainant workman Ashok Kumar Ramkaran Singh reinstated to work through the present contractor since O.P.No. 1 must be knowing full well which contractor presently has been given contracting job of supply of manpower in the premise of O.P.No. 1. The complainant in the present situation is not entitled for been wages except for his reinstatement if he is still out of work.

This award be carried out within one month of the receipt of copy of award.

Let award be sent for publication U/s 17(1) of the I.D. Act.

BINAY KUMAR SINHA, Presiding Officer

नई दिल्ली, 25 जून, 2014

**का.आ. 1850.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार इंडियन ऑयल कारपोरेशन लिमिटेड के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, अहमदाबाद के पंचाट (संदर्भ संख्या 53/2005) को प्रकाशित करती है जो केन्द्रीय सरकार को 17/06/2014 को प्राप्त हुआ था।

[सं. एल-30012/4/2005-आईआर (एम)]

जोहन तोपनो, अवर सचिव

New Delhi, the 25th June, 2014

**S.O. 1850.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 53/2005) of the Central Government Industrial Tribunal/Labour Court, Ahmedabad now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Indian Oil Corporation Limited, and their workman, which was received by the Central Government on 17/06/2014.

[No. L-30012/4/2005-IR (M)]

JOHAN TOPNO, Under Secy.

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AHMEDABAD

#### Present :

Binay Kumar Sinha, Presiding Officer,  
CGIT-cum-Labour Court,

Ahmedabad, Dated 20<sup>th</sup> February, 2014

#### Reference: (CGITA) No-53/2005

Reference No. L-30012/4/2005-IR(M)

1. The Chairman-cum- Managing Director,  
Indian Oil Corp. Ltd., Scope Complex,  
Core No. 2, Lodhi Road, New Delhi
2. The Sr. Industrial Relation Manager,  
I.O.C. Ltd., Indian Oil Bhavan,  
G-9, Aliyavar Jung Marg, Bandra (E)  
Mumbai-400051
3. Senior Area Manager,  
I.O.C. Ltd., Marketing Division,  
Western Region, Area Office,  
Navdeep Building, 2<sup>nd</sup> Floor,  
Opp. Income Tax Office, Ashram Road,  
Ahmedabad (Gujarat)- 382110
4. Plant Manager,  
Indian Oil Corp. Ltd.,  
LPG Bottling Plant,  
Sanand Viramgam Highway,  
At & PO- Sanand,  
Ahmedabad (Gujarat) -382110
5. The manager,  
M/s Dak & Company,  
174, Dipanjali Society,  
Patanpur Road,  
Surat (Gujarat)-395009

...First Party

And

Their Workman

Sh. Bhogilal Laxmanbhai Vaghela  
B/22, Vadilal Hospital Staff Quarters,  
Ellisbridge,  
Ahmedabad (Gujarat)

...Second Party

For the first parties : Shri Mahindra K.  
Patel, Advocate

For the second party : None

#### AWARD

Under reference Order No. L-30012/4/2005-IR(M) New Delhi, dated 02/06/2005, the Central Government/Ministry of Labour referred the Industrial Dispute for adjudication to this Tribunal in respect of the matter specified in the Schedule:

#### SCHEDULE

“Whether the demand of Shri Bhogilal L. Vaghela, Ahmedabad for regularisation of his service along with consequential benefits by the management of IOCL, Area Office, Western Region, Ahmedabad/IOCL, LPG Bottling Plant, Sanand is proper and justified? If so, what relief the concerned worker is entitled to and what directions are necessary in the matter?”

2. Notices were repeatedly issued to the 2<sup>nd</sup> party workman but he failed to appear and to file statement of claim whereas on notice the 1<sup>st</sup> party appear and executed Vakalatnama in favour of Shri Kishor V. Gadhia and Shri M.K Patel, Advocates to represent in this case on dates, 1<sup>st</sup> party's lawyer are attending the case on dates but 2<sup>nd</sup> party workman did not attend the court on any date.

3. The dispute was raised by the 2<sup>nd</sup> party Shri Bhogilal L. Vaghela but failed to substantiate his claim due to non-filing of statement of claim. The 1<sup>st</sup> party has only duty to file w.s. when S/c is filed by the 2<sup>nd</sup> party in the case and its onus is upon the 2<sup>nd</sup> party to establish his case for demand of regularisation of his services along with consequential benefits by the management of the 1<sup>st</sup> party. But the 2<sup>nd</sup> party has hopelessly failed to prove his case.

So the following order is passed.

The demand of Shri Bhogilal L. Vaghela (2<sup>nd</sup> party) for regularisation of his service along with consequential benefits by the management of the 1<sup>st</sup> party No. 3 and 4 is not proper and justified. The 2<sup>nd</sup> party is not entitled any relief.

This reference is dismissed. No order of cost.

Let copy of award be sent to the appropriate Government for publication u/s 17 of the I.D. Act, 1947.

BINAY KUMAR SINHA, Presiding Officer

नई दिल्ली, 25 जून, 2014

**का.आ. 1851.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार इंडियन ऑयल कारपोरेशन लिमिटेड के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, अहमदाबाद के पंचाट (संदर्भ संख्या 66/2007) को प्रकाशित करती है जो केन्द्रीय सरकार को 17/06/2014 को प्राप्त हुआ था।

[सं. एल-30012/6/2007-आईआर (एम)]

जोहन तोपनो, अवर सचिव

New Delhi, the 25th June, 2014

**S.O. 1851.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 66/2007) of the Central Government Industrial Tribunal/Labour Court, Ahmedabad now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Indian Oil Corporation Limited, and their workman, which was received by the Central Government on 17/06/2014.

[No. L-30012/6/2007-IR (M)]

JOHAN TOPNO, Under Secy.

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AHMEDABAD

#### Present :

Binay Kumar Sinha, Presiding Officer,  
CGIT-cum-Labour Court,  
Ahmedabad, Dated 1<sup>st</sup> May, 2014

#### Reference (CGITA) No. 66/2007

Reference Adjudication order No. L-30012/6/2007-IR(M)

The Executive Director,  
Gujarat Refinery,  
I.O.C. Ltd., P.O. Jawahar Nagar,  
Vadodara

...(1<sup>st</sup> party)

And

Their workman  
Sh. R.P. Parmar,  
D/21, Umanagar,  
Ankodia Road, Gorwa,  
Vadodara (GUJARAT)

...(2<sup>nd</sup> party)

For the First Party : Shri Kishor V. Gadha,  
Advocate  
Shri Mahendra K. Patel,  
Advocate

For the Second Party : Shri Chetan R. Vyas,  
Advocate  
Shri V. V. Thaker, Advocate

#### AWARD

The Government of India/Ministry of Labour, New Delhi vide its order No L-30012/6/2007-IR(M) dated 18.07.2007 referred the disputes between the employers in relation to the management of Gujarat Refinery (I.O.C. Ltd, P.O., Jawaharnagar) and their workman for adjudication to this Tribunal (C.G.I.T.-cum-Labour Court, Ahmedabad) in respect of the matters specified in the Schedule:-

#### SCHEDULE

“Whether the action of the management of Indian Oil Corporation Ltd, Gujarat Refinery, Baroda in terminating the services of Shri R.P. Parmar, Operator Grade by way of dismissal from service w.e.f. 28.04.2004 is legal, proper and just? If not, to what relief the concerned workman is entitled to?”

2. The case of the workman (2<sup>nd</sup> party) as per statement of claim (Exxt.8) is that he joined in the 1<sup>st</sup> party organisation on 01.11.1983 as helper and he was working honestly and diligently and he was promoted as operator Grade-4 in the year 2000 in M&S section and was continuing in work for the last 21 year having no adverse remarks against him and had not absented himself from duty unauthorisedly before 17.11.2003. But the management of the 1<sup>st</sup> party illegally showed his absenteeism for 188 days from November 2002 to September 2003 and show cause notice was issued but details of absenteeism date wise had not been sent with notice and so he could not reply to show cause clarified adequately regarding alleged dates-days of absenteeism. The days on medical leave and on other leave and the details of attendance through punch card were not shown illegally by the management of the 1<sup>st</sup> party. He is only S.C.C. pass and not knowing English to know about enquiry against the chargesheet issued was not conducted fairly, principles of natural justice was not followed. Opportunity was not given to defend himself and the punishment awarded to him is too harsh and disproportionate to the gravity of misconduct. The punishment of dismissal caused his economic death, he remained unemployed. On these ground prayer is to declare the action of the management of the 1<sup>st</sup> party illegal, improper and unjustified in dismissing him from the services and to reinstate with full back wages continuity in service and consequential benefits.

3. As against this the case of the 1<sup>st</sup> party as per written statement (Ext.13) inter alia is that the workman (2<sup>nd</sup> party) has made palpably false averment in the statement of claim and so the workman is not entitled to any equitable or discretionary relief in this case. The inquiry has been conducted following the principles of natural justice and sufficient opportunity given to him to defend against the charge of unauthorised absenteeism. It is not admitted fact that the workman did not furnish any documentary proof with regard to his medical treatment in the charge sheeted period. In fact in the



inquiry proceeding, the charges levelled against the workman were admitted in uncertain terms. The workman as well as his defence representative had signed the inquiry proceeding without raising any protest. The signature of workman is in English language. Even the representation/appeal preferred by the workman is in English language. At no stage of proceedings, the workman had stated that he was unable to understand the proceeding. The averment made in the statement of claim is untenable and after through that enquiry was not conducted fairly. The 1<sup>st</sup> party has denied the allegation of para 2 to 13 of the statement of claim. Para-1 of S/c is also denied to the effect that the workman was performing his duty without any blemish. It has been denied that the services of the workman were terminated illegally. On proof of serious misconduct on part of the workman after following the due process of law, the services have been dispensed with. On these scores, prayer is made to dismiss the reference since the workman (2<sup>nd</sup> party) is not entitled to any relief.

4. It may be mentioned that the 2<sup>nd</sup> party (workman) filed a pursis (Ext.29) dated 21.08.2012 as to not challenging the legality and propriety of the departmental inquiry proceeding, but not admitting the findings of the inquiry officer. On the same date 21.08.2012 vide Ext.30 the workman submitted deposition affidavit that he was working with the first party as operator grade 4 and he was terminated after holding departmental inquiry vide order dated 28.04.2004. He admitted the legality validity and propriety of inquiry proceeding vide pursis (Ext.29) he deposed on his unemployment since date of termination and was cross examined by the lawyer of the 1<sup>st</sup> party on the point of unemployment he (workman) replied that he submit income tax return showing tax payable nil. The workman (2<sup>nd</sup> party) by filing pursis (Ext.31) on 21.08.2012 closed his evidence. The 1<sup>st</sup> party vide pursis dated 16.10.2012 (Ext.32) also closed its case since do not want to lead any oral evidence. On behalf of the 1<sup>st</sup> party the inquiry papers had been submitted with list Ext.14 marked Ext. M 14/1 to 14/14 which were given pucca exhibits 15 to 28.

5. In such view of the matter the following issues are taken for consideration and determination:-

#### **ISSUES**

- (i) Is the reference maintainable?
- (ii) Whether the workman(2<sup>nd</sup> party) has valid cause of action?
- (iii) Whether the punishment awarded to the delinquent workman is shockingly disproportionate to the gravity of misconduct under the charge?
- (iv) Whether the action of the management of Indian Oil Corporation Ltd, Gujarat Refinery, Baroda in terminating the services of Shri R.P. Parmar, Operator grade 4 by way of dismissal from

service with effect 28.04.2004 is legal, proper and justified?

- (v) What relief, if any, the concerned workman is entitled to?

#### **FINDINGS**

**6. ISSUE NO. (iii) & (iv) :** I have gone through the domestic enquiry papers. Ext.15 to 28. The charge sheet Ext.15 dated 7.11.2003 is regarding unauthorised absenteeism from duty for total 188 days from 1<sup>st</sup> November, 2002 to 30<sup>th</sup> September, 2003 containing details of unauthorised absence for whole month of November 2002, 18 days in break up days for December 2002, 29 days absence in January, 2003 and only two days duty on 12 & 13 January, February, 2003 whole month 1<sup>st</sup> to 28<sup>th</sup> absent, March 2004 , 1 to 10, 10 days absence and for the reset period on duty in March 2003, April 2003, 1 to 5<sup>th</sup> on duty and 16-19 , 22-26, 30 absence from duty for 10 days, May-2003 absence from duty 1-23 for 23 days, June 2003 absent 2-4 for three days and remaining days on duty, July 2003, 6 days absence form duty. August 2003, 6 days absence 18, 23, 28-31 and remaining days on duty and September 2003 two days duty on 7 & 8 and from 1-6, 9-30 absent from duty. The inquiry officer in finding at Page-6 of its report (Ext.24) found only 182 days absent from duty excluding 6 days absence from 16 to 21 July as per charge sheet. It has also been incorporated at para 4-6 the charge sheeted employee has attended the duty from 16<sup>th</sup> July to 19<sup>th</sup> July, 2003(4 days) and off day on 20<sup>th</sup> July and sick leave on 21<sup>st</sup> July 2003 as per attendance report. So the part of unauthorised absenteeism from duty in the month of July 2003 had gone. It is true that the documents (Medical Certificates) produced by the C.S.E. during departmental inquiry were not sufficient to justify high rate of absenteeism without prior information/approval, but go to speak to some extent that the C.S.E. had remained under treatment of orthopaedic Surgeon prior to absenteeism period and medical certificate of S.S.G Hospital go to show that his mother was hospitalised from 14.12.2003 to 18.12.2003. More so, out of the seven money receipt dated 30.08.2003, 06.09.2003, 27.09.2003, 04.10.2003, 18.10.2003 and 01.11.2003 from Bakson Homeopathic Allergy Clinic, Vadodara 4 money receipts go to connect purchase of Homeopathic medicines for the period of absenteeism for August 2003 and September 2003. So from scrutinising the enquiry papers, I find that the delinquent workman had fairly admitted the charges of unauthorised absence from duty. And the documents produced by the C.S.E go to show reason for his absent from duty for some month. It is not such case that the C.S.E had not submitted any medical certificates, prescription regarding treatment. More so, he is the only son of his ailing mother and also bread earner of his family. More so during the period of inquiry he was on duty and after before passing dismissal order he remained on duty. In Such view of the matter there was certainly some mitigating circumstances to be



taken in to consideration for awarding light punishment of stoppage of some increments with cumulative effect then to cause economic death of the delinquent in awarding the severe punishment of dismissal from the service with immediate effect as per punishment order 28.04.2004 (Ext.25). More so, the appellate authority have also overlooked to consider the mitigating circumstance regarding unauthorised absenteeism and that period of absenteeism for only 182 days was proved against the charge sheet for 188 days absence from duty.

7. As per discussion and consideration made above, I am of the considered view that the punishment of dismissal from service, with immediate effect as per clause 23 (1) (e) of the certified standing orders of the company is shockingly disproportionate to the gravity of misconduct of the delinquent workman. Such severest punishment awarded to him go to shock the Judicial conscience of this tribunal. So, invoking the power under section 11A of the Industrial Disputes Act, 1947, I find a fit case to make interference in the order of the punishment so awarded to the delinquent workman. For the reasons noted above, I further find and hold that the action of the management of Indian Oil corporation Ltd., Gujarat Refinery, Baroda in terminating the services of Shri R.P. Parmar, operator Grade (iv) by way of dismissal from service w.e.f. 28.04.2004 is illegal, improper and unjustified. Thus issue No. (iii) is answered in affirmative and issue no. (iv) is answered in negative and both issues decided against the 1<sup>st</sup> party (management).

8. **ISSUE NO. (i) (ii) :** As per findings in the foregoing, I find and hold that the reference is maintainable and the workman (2<sup>nd</sup> party) has valid cause of action in this case to raise Industrial dispute.

9. **ISSUE NO. (v) :** In view of the findings to issue no. (i), (ii), (iii) & (iv) in the foregoing, I am of the considered view and therefore find and hold that the order of punishment of dismissal with immediate effect dated 28.08.2004 awarded to Shri R.P. Parmar, Operator Grade (iv) is shockingly disproportionate to the gravity of misconduct under the charge and so same is hereby set-aside. Considering the case laws of Rajasthan Tourism Development Corporation and another vs. Jairaj Singh Chauhan [2012 (135) FLR 743] Supreme Court, relied upon on behalf of the 2<sup>nd</sup> party. The 2<sup>nd</sup> party workman Shri R.P. Parmar is ordered to be reinstated with continuity of service but without any back wages. This issue is decided accordingly.

The reference is allowed. However, no order of cost.

This is my Award.

Let two copies of award be sent to the appropriate Government for publication on u/s 17(1) of the I.D. Act, 1947.

BINAY KUMAR SINHA, Presiding Officer

नई दिल्ली, 25 जून, 2014

**का.आ. 1852.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार आडानी गैस लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, अहमदाबाद के पंचाट (संदर्भ संख्या 92/2012) को प्रकाशित करती है जो केन्द्रीय सरकार को 17/06/2014 को प्राप्त हुआ था।

[सं. एल-30011/7/2012-आईआर (एम)]

जोहन तोपनो, अवर सचिव

New Delhi, the 25th June, 2014

**S.O. 1852.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 92/2012) of the Central Government Industrial Tribunal/Labour Court, Ahmedabad now as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Adani Gas Limited, and their workman, which was received by the Central Government on 17/06/2014.

[No. L-30011/7/2012-IR (M)]

JOHAN TOPNO, Under Secy.

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AHMEDABAD

#### Present :

Binay Kumar Sinha, Presiding Officer,  
CGIT-cum-Labour Court,  
Ahmedabad, Dated 25<sup>th</sup> April, 2014

#### Reference (CGITA) No. 92/2012

1. The Vice President,  
Adani Gas Ltd.,  
8<sup>th</sup> Floor,  
Heritage Building,  
Ashram Road, Ahmedabad
2. M/s. Security with Differences,  
4, Neelkanth Complex,  
Opp. Maruti Arcade,  
Near Jivraj Park Over Bridge,  
132 Ft Ring Road,  
Jivraj Park cross Road

...(1<sup>st</sup> party)

#### And

Their workman  
Shri Navnitbhai Maganbhai Solanki  
C/o. General Secretary,  
Shram Shakti Labour Union,  
66, Jantanagar, Odhav,  
Ahmedabad

...(2<sup>nd</sup> party)

**Appearances:**

For the First Party : Mr. Parakram Sinh Jhala,  
Dy. Manager-H.R.  
(for Adani Gas Ltd.)

For the Second Party : Mr. S.N. Gandhi, President &  
General Secretary, National  
Labour Union

**AWARD**

The Government of India/Ministry of Labour, New Delhi vide its order No. L-30011/7/2012-IR(M) dated 18.05.2012 referred the dispute for adjudication to this Tribunal in respect of the matters specified in the Schedule:-

**SCHEDULE**

“Whether the action of the management of M/s. Security with differences a contractor of Adani Gas Ltd., Ahmedabad in terminating the services of Shri Navnitbhai Maganbhai Solanki w.e.f. 07.07.2011 without any notice or written order and without any service benefits is legal and justified? What relief the workman is entitled to?”

2. The parties to the case appeared and filed authority letters. Case is being adjourned for filing S/c and W/s.

3. A pursis of workman (Ext.7) dated 25.04.2014 is filed containing signature of workman and Union representative and also having noted down no objection of representative of principal employer Adani Gas Ltd. The parties moved this pursis for disposal of this reference case since they have settled this dispute outside the court.

4. Heard both sides. Perused the pursis (Ext.7). Parties to the reference case have settled the matter outside the court and so workman intend to withdraw from making contest.

As such reference is disposed of by no dispute award in view of Ext.7.

Let two copies of award be sent to the appropriate Government for publication under section 17 (1) of the I.D. Act, 1947.

BINAY KUMAR SINHA, Presiding Officer

नई दिल्ली, 25 जून, 2014

**का.आ. 1853.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार आडानी गैस लिमिटेड के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, अहमदाबाद के पंचाट (संदर्भ संख्या 91/2012) को प्रकाशित करती है जो केन्द्रीय सरकार को 17/06/2014 को प्राप्त हुआ था।

[सं. एल-30011/6/2012-आईआर (एम)]

जोहन तोपनो, अवर सचिव

New Delhi, the 25th June, 2014

**S.O. 1853.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 91/2012) of the Central Government Industrial Tribunal/Labour Court, Ahmedabad now as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Adani Gas Limited, and their workman, which was received by the Central Government on 17/06/2014.

[No. L-30011/6/2012-IR (M)]

JOHAN TOPNO, Under Secy.

**ANNEXURE**

**BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,  
AHMEDABAD**

**Present :**

Binay Kumar Sinha, Presiding Officer,  
CGIT-cum-Labour Court,  
Ahmedabad, Dated 25<sup>th</sup> April, 2014

**Reference (CGITA) No. 91/2012**

1. The Vice President,  
Adani Gas Ltd.,  
8<sup>th</sup> Floor,  
Heritage Building,  
Ashram Road, Ahmedabad
2. M/s. Security with Differences,  
4, Neelkanth Complex,  
Opp. Maruti Arcade,  
Near Jivraj Park Over Bridge,  
132 Ft Ring Road,  
Jivraj Park cross Road

...(1<sup>st</sup> party)

**And**

Their workman  
Shri Natwarlal Madhavlal Darji,  
C/o. General Secretary,  
Shram Shakti Labour Union,  
66, Jantanagar, Odhav,  
Ahmedabad

...(2<sup>nd</sup> party)

**Appearances :**

For the First Party : Mr. Parakram Sinh Jhala,  
Dy. Manager-H.R.  
(for Adani Gas Ltd.)

For the Second Party : Mr. S.N. Gandhi, President &  
General Secretary, National  
Labour Union

**AWARD**

The Government of India/Ministry of Labour, New Delhi vide its order No. L-30011/6/2012-IR(M) dated

18.05.2012 referred the dispute for adjudication to this Tribunal in respect of the matters specified in the Schedule:-

#### SCHEDULE

“Whether the action of the management of M/s. Security with differences a contractor of Adani Gas Ltd., Ahmedabad in terminating the services of Shri Natwarlal Madhavlal Darji w.e.f.21.07.2011 without any notice or written order and without any service benefits is legal an justified? What relief the workman is entitled to?”

2. The parties to the case appeared and filed authority letters. Case is being adjourned for filing S/c and W/s.

3. A pursis of workman (Ext.7) dated 25.04.2014 is filed containing signature of workman and Union representative and also having noted down no objection of representative of principal employer Adani Gas Ltd. The parties moved this pursis for disposal of this reference case since they have settled this dispute outside the court.

4. Heard both sides. Perused the pursis (Ext.7). Parties to the reference case have settled the matter outside the court and so workman intend to withdraw from making contest.

As such reference is disposed of by no dispute award in view of Ext.7.

Let two copies of award be sent to the appropriate Government for publication under section 17 (1) of the I.D. Act, 1947.

BINAY KUMAR SINHA, Presiding Officer

नई दिल्ली, 25 जून, 2014

**का.आ. 1854.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार आडानी गैस लिमिटेड के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, अहमदाबाद के पंचाट (संदर्भ संख्या 89/2012) को प्रकाशित करती है जो केन्द्रीय सरकार को 17/06/2014 को प्राप्त हुआ था।

[सं. एल-30011/4/2012-आईआर (एम)]

जोहन तोपनो, अवर सचिव

New Delhi, the 25th June, 2014

**S.O. 1854.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 89/2012) of the Central Government Industrial Tribunal/Labour Court, Ahmedabad now as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Adani Gas Limited, and their workman, which was received by the Central Government on 17/06/2014.

[No. L-30011/4/2012-IR (M)]

JOHAN TOPNO, Under Secy.

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AHMEDABAD

#### Present :

Binay Kumar Sinha, Presiding Officer,  
CGIT-cum-Labour Court,  
Ahmedabad, Dated 25<sup>th</sup> April, 2014

#### Reference (CGITA) No. 89/2012

1. The Vice President,  
Adani Gas Ltd.,  
8<sup>th</sup> Floor,  
Heritage Building,  
Ashram Road, Ahmedabad
2. M/s. Security with Differences,  
4, Neelkanth Complex,  
Opp. Maruti Arcade,  
Near Jivraj Park Over Bridge,  
132 Ft Ring Road,  
Jivraj Park cross Road ... (1<sup>st</sup> party)

#### And

Their workman

Shri Bharatkumar Narottambhai Solanki,  
C/o. General Secretary,  
Shram Shakti Labour Union,  
66, Jantanagar, Odhav,  
Ahmedabad ... (2<sup>nd</sup> party)

#### Appearances :

- For the First Party : Mr. Parakram Sinh Jhala,  
Dy. Manager-H.R.  
(for Adani Gas Ltd.)
- For the Second Party : Mr. S.N. Gandhi, President &  
General Secretary, National  
Labour Union

#### AWARD

The Government of India/Ministry of Labour, New Delhi vide its order No. L-30011/4/2012-IR(M) dated 18.05.2012 referred the dispute for adjudication to this Tribunal in respect of the matters specified in the Schedule:-

#### SCHEDULE

“Whether the action of the management of M/s. Security with differences a contractor of Adani Gas Ltd., Ahmedabad in terminating the services of Shri Bharatkumar NaNarottambhai Solanki w.e.f. 01.06.2011 without any notice or written order and without any service benefits is legal an justified? What relief the workman is entitled to?”

2. The parties to the case appeared and filed authority letters. Case is being adjourned for filing S/c and W/s.

3. A pursis of workman (Ext.7) dated 25.04.2014 is filed containing signature of workman and Union representative and also having noted down no objection of representative of principal employer Adani Gas Ltd. The parties moved this pursis for disposal of this reference case since they have settled this dispute outside the court.

4. Heard both sides. Perused the pursis (Ext.7). Parties to the reference case have settled the matter outside the court and so workman intend to withdraw from making contest.

As such reference is disposed of by no dispute award in view of Ext.7.

Let two copies of award be sent to the appropriate Government for publication under section 17 (1) of the I.D. Act, 1947.

BINAY KUMAR SINHA, Presiding Officer

नई दिल्ली, 25 जून, 2014

**का.आ. 1855.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार आडानी गैस लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, अहमदाबाद के पंचाट (संदर्भ संख्या 88/2012) को प्रकाशित करती है जो केन्द्रीय सरकार को 17/06/2014 को प्राप्त हुआ था।

[सं. एल-30011/3/2012-आईआर (एम)]

जोहन तोपनो, अवर सचिव

New Delhi, the 25th June, 2014

**S.O. 1855.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. No. 88/2012) of the Central Government Industrial Tribunal/Labour Court, Ahmedabad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Adani Gas Limited, and their workman, which was received by the Central Government on 17/06/2014.

[No. L-30011/3/2012-IR (M)]

JOHAN TOPNO, Under Secy.

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, AHMEDABAD

#### Present :

Binay Kumar Sinha, Presiding Officer,  
CGIT-cum-Labour Court,  
Ahmedabad, Dated 25<sup>th</sup> April, 2014

#### Reference (CGITA) No. 88/2012

1. The Vice President,  
Adani Gas Ltd.,  
8<sup>th</sup> Floor,  
Heritage Building,  
Ashram Road, Ahmedabad
2. M/s. Security with Differences,  
4, Neelkanth Complex,  
Opp. Maruti Arcade,  
Near Jivraj Park Over Bridge,  
132 Ft Ring Road,  
Jivraj Park Cross Road

...(1<sup>st</sup> party)

#### And

Their workman  
Shri Mushabhai Ismailbhai Talat  
C/o. General Secretary,  
Shram Shakti Labour Union,  
66, Jantanagar, Odhav,  
Ahmedabad

...(2<sup>nd</sup> party)

#### Appearances :

- For the First Party : Mr. Parakram Sinh Jhala,  
Dy. Manager-H.R.  
(for Adani Gas Ltd.)
- For the Second Party : Mr. S.N. Gandhi, President &  
General Secretary, National  
Labour Union

#### AWARD

The Government of India/Ministry of Labour, New Delhi vide its order No. L-30011/3/2012-IR(M) dated 18.05.2012 referred the dispute for adjudication to this Tribunal in respect of the matters specified in the Schedule:-

#### SCHEDULE

“Whether the action of the management of M/s. Security with differences a contractor of Adani Gas Ltd., Ahmedabad in terminating the services of Shri Mushabhai Ismailbhai Talat w.e.f. 03.06.2011 without any notice or written order and without any service benefits is legal and justified? What relief the workman is entitled to?”

2. The parties to the case appeared and filed authority letters. Case is being adjourned for filing S/c and W/s.

3. A pursis of workman (Ext.7) dated 25.04.2014 is filed containing signature of workman and Union representative and also having noted down no objection of representative of principal employer Adani Gas Ltd. The parties moved this pursis for disposal of this reference case since they have settled this dispute outside the court.

4. Heard both sides. Perused the pursis (Ext.7). Parties to the reference case have settled the matter outside

the court and so workman intend to withdraw from making contest.

As such reference is disposed of by no dispute award in view of Ext.7.

Let two copies of award be sent to the appropriate Government for publication under section 17 (1) of the I.D. Act, 1947.

BINAY KUMAR SINHA, Presiding Officer

नई दिल्ली, 25 जून, 2014

**का.आ. 1856.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार आडानी गैस लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, अहमदाबाद के पंचाट (संदर्भ संख्या 87/2012) को प्रकाशित करती है जो केन्द्रीय सरकार को 17/06/2014 को प्राप्त हुआ था।

[सं. एल-30011/2/2012-आईआर (एम)]

जोहन तोपनो, अवर सचिव

New Delhi, the 25th June, 2014

**S.O. 1856.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 87/2012) of the Central Government Industrial Tribunal/Labour Court, Ahmedabad now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Adani Gas Limited, and their workman, which was received by the Central Government on 17/06/2014.

[No. L-30011/2/2012-IR (M)]

JOHAN TOPNO, Under Secy.

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, AHMEDABAD

#### Present :

Binay Kumar Sinha, Presiding Officer,  
CGIT-cum-Labour Court,  
Ahmedabad, Dated 25<sup>th</sup> April, 2014

#### Reference (CGITA) No. 87/2012

1. The Vice President,  
Adani Gas Ltd.,  
8<sup>th</sup> Floor,  
Heritage Building,  
Ashram Road, Ahmedabad
2. M/s. Security with Differences,  
4, Neelkanth Complex,  
Opp. Maruti Arcade,

Near Jivraj Park Over Bridge,  
132 Ft Ring Road,  
Jivraj Park Cross Road

...(1<sup>st</sup> party)

#### And

Their workman  
Shri Jaswantbhai Vrajlal Soni  
C/o. General Secretary,  
Shram Shakti Labour Union,  
66, Jantanagar, Odhav,  
Ahmedabad

...(2<sup>nd</sup> party)

#### Appearances :

For the First Party : Mr. Parakram Sinh Jhala,  
Dy. Manager-H.R.  
(for Adani Gas Ltd.)

For the Second Party : Mr. S.N. Gandhi, President &  
General Secretary, National  
Labour Union

#### AWARD

The Government of India/Ministry of Labour, New Delhi vide its order No. L-30011/2/2012-IR(M) dated 18.05.2012 referred the dispute for adjudication to this Tribunal in respect of the matters specified in the Schedule:-

#### SCHEDULE

“Whether the action of the management of M/s. Security with differences a contractor of Adani Gas Ltd., Ahmedabad in terminating the services of Shri Jaswantbhai Vrajlal Soni w.e.f. 03.06.2011 without any notice or written order and without any service benefits is legal and justified? What relief the workman is entitled to?”

2. The parties appeared in this case and filed authority letters. Exts. 5 of the principal employer and Ext. 7 of the workman. Case is being adjourned for filing S/c and W/s.

3. A pursis of workman (Ext.7) dated 25.04.2014 is filed containing signature of workman and Union representative and also having noted down no objection of representative of principal employer Adani Gas Ltd. The parties moved this pursis for disposal of this reference case since they have settled this dispute outside the court.

4. Heard both sides. Perused the pursis. Parties to the reference case have settled the matter outside the court and so workman intend to withdraw from making contest.

As such reference is disposed of by no dispute award in view of Ext.7.

Let two copies of award be sent to the appropriate Government for publication under section 17 (1) of the I.D. Act, 1947.

BINAY KUMAR SINHA, Presiding Officer



नई दिल्ली, 25 जून, 2014

**का.आ. 1857.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार आडानी गैस लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, अहमदाबाद के पंचाट (संदर्भ संख्या 86/2012) को प्रकाशित करती है जो केन्द्रीय सरकार को 17/06/2014 को प्राप्त हुआ था।

[ सं. एल-30011/1/2012-आईआर (एम) ]

जोहन तोपनो, अवर सचिव

New Delhi, the 25th June, 2014

**S.O. 1857.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 86/2012) of the Central Government Industrial Tribunal/Labour Court, Ahmedabad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Adani Gas Limited, and their workman, which was received by the Central Government on 17/06/2014.

[No. L-30011/1/2012-IR (M)]

JOHAN TOPNO, Under Secy.

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, AHMEDABAD

#### Present :

Binay Kumar Sinha, Presiding Officer,  
CGIT-cum-Labour Court,  
Ahmedabad, Dated 25<sup>th</sup> April, 2014

#### Reference (CGITA) No. 86/2012

1. The Vice President,  
Adani Gas Ltd.,  
8<sup>th</sup> Floor,  
Heritage Building,  
Ashram Road, Ahmedabad
2. M/s. Security with Differences,  
4, Neelkanth Complex,  
Opp. Maruti Arcade,  
Near Jivraj Park Over Bridge,  
132 Ft Ring Road,  
Jivraj Park Cross Road

...(1<sup>st</sup> party)

#### And

Their workman  
Shri Rajnikant Pregjibhai Soni

C/o. General Secretary,  
Shram Shakti Labour Union,  
66, Jantanagar, Odhav,  
Ahmedabad

...(2<sup>nd</sup> party)

#### Appearances :

For the First Party : Mr. Parakram Sinh Jhala,  
Dy. Manager-H.R.  
(for Adani Gas Ltd.)

For the Second Party : Mr. S.N. Gandhi, President &  
General Secretary, National  
Labour Union

#### AWARD

The Government of India/Ministry of Labour, New Delhi vide its order No. L-30011/1/2012-IR(M) dated 18.05.2012 referred the dispute for adjudication to this Tribunal in respect of the matters specified in the Schedule:-

#### SCHEDULE

“Whether the action of the management of M/s. Security with differences a contractor of Adani Gas Ltd., Ahmedabad in terminating the services of Shri Rajnikant Pregjibhai Soni w.e.f. 03.06.2011 without any notice or written order and without any service benefits is legal and justified? What relief the workman is entitled to?”

2. The parties appeared in this case and filed authority letters. Ext.5 of the principal employer and Ex.7 of the workman. Case is being adjourned for filing S/c and W/s.

3. A pursis of workman (Ext.6) dated 25.04.2014 is filed containing signature of workman and Union representative and also having noted down no objection of representative of principal employer Adani Gas Ltd. The parties moved this pursis for disposal of this reference case since they have settled this dispute outside the court.

4. Heard both sides. Perused the pursis. Parties to the reference case have settled the matter outside the court and so workman intend to withdraw from making contest.

As such reference is disposed of by no dispute award in view of Ext.6.

Let two copies of award be sent to the appropriate Government for publication under section 17 (1) of the I.D. Act, 1947.

BINAY KUMAR SINHA, Presiding Officer

नई दिल्ली, 25 जून, 2014

**का.आ. 1858.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारत पेट्रोलियम कारपोरेशन लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, अहमदाबाद के

पंचाट (संदर्भ संख्या 1396/2004) को प्रकाशित करती है जो केन्द्रीय सरकार को 17/06/2014 को प्राप्त हुआ था।

[सं. एल-30012/14/2002-आईआर (एम)]

जोहन तोपनो, अवर सचिव

New Delhi, the 25th June, 2014

**S.O. 1858.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 1396/2004) of the Central Government Industrial Tribunal/Labour Court, Ahmedabad now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Bharat Petroleum Corporation Limited, and their workman, which was received by the Central Government on 17/06/2014.

[No. L-30012/14/2002-IR (M)]

JOHAN TOPNO, Under Secy.

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AHMEDABAD

#### Present :

Binay Kumar Sinha, Presiding Officer,  
CGIT-cum-Labour Court,  
Ahmedabad, Dated 12<sup>th</sup> May, 2014

#### Reference: (CGITA) No-1396/2004

Reference: (I.T.C) No-1/2003(old)

Reference Order No. 30012/14/2002-IR(M)) dated 13.11.2002, New Delhi

Bharat Petroleum Corpn. Ltd.  
Ichhapore, Hazira Road,  
SURAT (GUJARAT) 394510

...First Party

#### And

Their Workman  
Shri Salimkhan Taslimkhan Pathan  
Sahara Darwaja, Umarwada Tekra,  
Opp. Bharat Petroleumm  
SURAT (GUJARAT)-395003

...Second Party

For the First Party : Shri Yogesh Pathak, Advocate

For the Second Party : Shri Jayesh Patel, Advocate

#### AWARD

The Government of India/Ministry of labour, New Delhi vide its order No. 30012/14/2002-IR(M) dated 13.11.2002, referred the dispute for adjudication to the Industrial Tribunal, Surat (Gujarat) with respect to the matters specified in the Schedule:

#### SCHEDULE

“Whether Sh. Salimkhan Taslimkhan Pathan has put in continuous service in the Bharat Petroleum Corpn. Ltd. as per provisions of section 25 B of the I.D. Act? If so, whether the action of the management of Bharat Petroleum Corpn Ltd, Hazira, Surat through its officers in discontinuing/terminating the services of the workman Sh. Salimkhan Taslimkhan Pathan w.e.f. 01.11.2000 is legal, proper and justified? If not, to what relief the concerned workman is entitled to and from which date and what other directions are necessary in the matter?”

2. The case of the 2<sup>nd</sup> party (workman) as per statement of claim (Ext.3) is that he joined the service of the 1<sup>st</sup> party somewhere in 1989 in the Industrial Establishment of the 1<sup>st</sup> party as casual Helper at daily wages rate. He had to work at Ring Road, Sahara Darwaja Depot at Surat. He has served continuously, uninterruptedly and unblemishly for about eleven years. The petrol products are stored in the depot and is sold out in the public commercially. Only one weekly off was a holiday and for the rest of the days he and other casual Helper had to work with other employee. The 1<sup>st</sup> party used to make false and fabricated vouchers in the name of other fictitious persons for the work performed by him, but was not paid fairly. The 1<sup>st</sup> party was not keeping the records of muster roll in prescribed form. He had worked for more than 240 days in each year but he was not made permanent. He was victimised for complaining the Factory Inspectors on 13.06.2000 for not giving the leave, attendance cards, wage vouchers, I-card etc. He and other casual workers have also complained against unfair labour practice by the officials of the 1<sup>st</sup> party (management of Sahara Darwaja Depot) since he completed eleven years of service completing 240 days every year. In pursuance to complaint, the Factories Inspectors visited the work place at Sahara Darwaja and recorded statement of concern employees who were the complainants. The factories Inspector prepared a statement in which name, designation, number of year of service are mentioned in the hand writing and the co-employee/co-litigants had signed the said statement. Due to this complaint the 1<sup>st</sup> party started victimising the workman and other co-worker resulting in discontinuing/ terminating of the 2<sup>nd</sup> party workman and other co-worker on the pretext of not reporting to duty at Hazira depot and abandonment of work. On these ground, prayer is to declare the discontinuation order illegal and to reinstate the workman with back wages and other benefits.

3. As against this the case of the 1<sup>st</sup> party inter alia as per written statement (Ext.7) and amended W/s (Ext.16) is that the concerned workman were engaged on casual basis as per requirement and exigency of work of loading and unloading wagons at the working place and that they

were working when other regular were absent and that they have not worked for 240 days in any calendar year and have not worked continuously and uninterruptedly, they were shifted to Hazira depot due to exigency of work as per requirement in the year 2000. As per direction of the Central Government & Petroleum department the city depot at Surat, Sahara Darwaja was shifted to Hazira and city depot was closed. Since they were casual labourers so, there was no requirement to comply with the provision of Section 25-F of the I.D. Act, there was no breach of Section 25 G, H and no retrenchment or illegal termination u/s. 2 (rr) of the I.D. Act arises. On shifting of city depot to Hazira area, the concerned workman themselves abandoned the service of their own volition. On these grounds, prayer is that the 2<sup>nd</sup> party workman are not entitled to any relief and the reference is fit to be rejected.

4. As per rival contention in the pleadings of the parties, the following issues are taken for discussion and determination :

### ISSUES

- (i) Is the reference maintainable?
- (ii) Has the workman involved (2<sup>nd</sup> party) got valid cause of action?
- (iii) Whether the 2<sup>nd</sup> party workman has put in continuous service and completed 240 days works in calendar years from his engagement and whether he completed 240 days in the calendar year preceding his discontinuation/termination?
- (iv) Whether the action of the management of Bharat Petroleum Corp. Ltd, Hazira, Surat through its officer in discontinuing/terminating the services of the workman Shri Salimkhan Taslimkhan Pathan w.e.f. 01.11.2000 is legal, proper and justified?
- (v) Whether the 2<sup>nd</sup> party workman is entitled to reinstatement with back wages? If so, from which date and if not, what alternative relief, if any, he is entitled? What directions are necessary in the matter?

### FINDINGS

5. **ISSUE No. (iii) :** The 2<sup>nd</sup> party through the list Ext.25 and 29 submitted several documents in support of case. Ext. 25/1 is complaint to A.L.C. (Central) Baroda and Dy. A.L.C. (Central) Baroda filed on 13.08.2000. Ext. 25/2 and 25/3 are complaint to ALC Baroda and letter of Dy. ALC and ALC Baroda in respect of complaint dated 19.08.2000 and 30.09.2000 Ext. 25/4 is true copy of cover in which the Govt. Officer sent letter. Ext. 25/5 is statement recorded by the Factory Inspector dated 31.08.2000. Ext. 29/1 is original E.S.I. Card of 2<sup>nd</sup> party of the year 1989. Ext. 29/2 is original I. Card of 2<sup>nd</sup> party dated 30.11.1999

Ext. 29/4 is letter regarding nature of work and duty to be performed by the 2<sup>nd</sup> party at the instance of the 1<sup>st</sup> party vide letter dated 31.08.1999 by way of Authority to collect the refund of Rs. 5000/- with attesting of his signature by Dy. Manager I/C for Bharat Petroleum Corn Ltd. As per S.C.A. No. 9107/2000 preferred by the co-litigant/co-employees before the Hon'ble High Court on 03.07.2000 and was disposed of as withdrawn on 07.03.2000 since the appropriate Government during pendency of S.C.A. referred the dispute for adjudication to the Industrial Tribunal. From perusal of identity card, the 2<sup>nd</sup> party workman was working as general workman in the 1<sup>st</sup> party depot at Surat. From the statement recorded by the Factories inspector on 31.08.2000, it go to show that the statement of concerned workman working in the Surat depot. The statement prepared by the Factories Inspector contain signature of Factories Inspectors contain signatures of workman, Depot Manager, M. Murgan, and also of Factory Inspector. This statement was recorded by the Factories Inspector on the basis of complaint made by Rajubhai Bhikhabhai Patel ( 2<sup>nd</sup> party workman of reference C.G.I.T..A. 1377/2004) and the Factory Inspectors by letter dated 30.09.2000 informed to him (Rajubhai Bhikhabhai Patel) that steps have been taken for issue of I card and E.S.I. Card. The evidence of the 2<sup>nd</sup> party workman Salimkhan Taslimkhan Pathan vide Ext. 14 and 24 go to show that he was in employment of the 1<sup>st</sup> party from 1989 and was working on day to day basis. He was given weekly holiday and that he had to work for majority of days in the year which exceeds qualified period of 240 days. His last drawn daily wage was Rs. 178/- He stated that the reason of termination was the complaint filed by them before ALC (C) Baroda and therefore the services were illegally, arbitrarily terminated on 01.11.2000. About the non-employment, he states that he tried for job elsewhere but could not succeed and that during pendency of reference he gave a pursis vide Ext. 12 for resuming duties on any condition. Nothing could have been gained by the 1<sup>st</sup> party to discredit the testimony of the workman (2<sup>nd</sup> party).

6. The oral evidence of the 1<sup>st</sup> party are of two witnesses (1) Naresh Juneja (Ext.34) and Vinod Panchal (Ext. 26) and their cross examination by the lawyer of the 2<sup>nd</sup> party and the document of muster roll produced at list ext. 28 marked Ext.28/1 to 28/4 in the case of another workman Anand Sonwane which is consolidated by way of list of documents and the C.S.O. Produced by the 1<sup>st</sup> party as stated in cross examination of witness. From the perusal of the evidence of the 1<sup>st</sup> party's witness, it is obvious that the witnesses do not support the written statement in toto and the 1<sup>st</sup> party by virtue of the statement of witnesses could not discard the evidence of the 2<sup>nd</sup> party that he and other co- workers have not completed 240 days work in any Calendar year. More so, all the muster roll of relevant years have not been produced.

The evidence of witness Mr. Naresh Juneja (Ext.34) is quite contradictory that as per advance notice dated 13.06.2000, Surat City depot, Sahara Darwaja depot (City) was to shift from Surat City w.e.f. 01.07.2000 and the workman did not report for duty to new shifting place of depot at Hazira Industrial area and they abandoned their works and that the 1<sup>st</sup> party management had not discontinued them. The closure notice has not been produced as documentary evidence. The statement of workman recorded by the Factories Inspector on 31.08.2000 at Sahara Darwaja Depot speaks a volume against the pleading and evidence of the 1<sup>st</sup> party and that go to prove that on 31.08.2000, the city depot at Sahara Darwaja, Surat city had not been shifted fully as per closure notice from 01.07.2000 and the concerned workman including the 2<sup>nd</sup> party were found working at city depot and on the steps taken by the Factories Inspectors, Identity Cards, E.S.I. Cards were issued to the concerned workman. So, it is proved that the 2<sup>nd</sup> party workman completed 240 days works in calendar year and also in the calendar year preceding his termination/ discontinuation.

7. Thus on consideration of the evidence and materials on the record, I find and hold that the 2<sup>nd</sup> party workman was continuously working as casual Helper and has completed 240 days works in calendar years and also completed 240 days work in calendar year preceding his oral discontinuation/termination by the management of the 1<sup>st</sup> party. This issue is accordingly answered in the affirmative.

8. **ISSUE No. (iv) :** As per findings to issue No.(iii) in the foregoing paras, it is held further that Shri Salimkhan Taslimkhan Pathan (2<sup>nd</sup> party workman) has put in continuous service as casual helper in the Bharat Petroleum Corp. Ltd. as per provisions of Section 25-B of the I.D Act and so, the management of Bharat Petroleum Corp. Ltd. without complying with the mandatory provisions of Section 25F of the I.D. Act viz not issuing retrenchment notice, not giving one month pay in lieu of notice, not paying retrenchment compensation to Salimkhan Taslimkhan Pathan have illegally terminated him from works and so, the action of the management of Bharat Petroleum Corp. Ltd. Hazira, Surat through its officers in discounting/ terminating the services of the workman Shri Salimkhan Taslimkhan Pathan w.e.f. 01.11.2000 is illegal, improper and unjustified. This issue is answered against the 1<sup>st</sup> party.

9. **ISSUE No. (i) & (ii) :** In view of the findings to issue No.(iii) & (iv) in the foregoing, I find and hold that the reference is maintainable and the 2<sup>nd</sup> party workman Shri Salimkhan Taslimkhan Pathan has got valid cause of action.

10. **ISSUE No. (v) :** In the past due to violation of the mandatory provision of Section 25F of the I.D. Act by the employer, usually the casual workman who completed 240

days works in calendar year were granted relief for the reinstatement to work with back wages to any percentage according to the merit of each case, but in the recent years there have been change in the view of the Hon'ble Apex Court that since casual workers even completing 240 days work do not hold a post as that of regular employee. So as a matter of right casual labourer cannot claim reinstatement, rather a reasonable compensation should be awarded to them. In the case of Senior Superintendent Telegraph (Traffic), Bhopal Vs. Santosh Kumar Seal and Others reported in 2010 III CLR 17= 2010 (b) SCC 773, it has been held by their Lordship of the Hon'ble Supreme Court (D.B.) –“ grant of reasonable compensation to the workman instead of reinstatement and back wages in case of termination of service is found illegal will sub serve the ends of justice.” But in the instant case the 2<sup>nd</sup> party workman Shri Salimkhan Taslimkhan Pathan was working from 1989 continuously and uninterruptedly as casual Helper and thus completed more than 240 days work every year before his termination/discontinuation w.e.f. 01.11.2000 which has been held to be illegal and unjustified action on party of the 1<sup>st</sup> party employer. So, his claim for reinstatement as Casual helper in the 1<sup>st</sup> party organisation is also found to be justified due to continuous and uninterrupted service in the organisation of the 1<sup>st</sup> party, though he did not hold a post as that of regular employee. In the alternative option the 2<sup>nd</sup> party workman is also entitled for reasonable amount of compensation from the 1<sup>st</sup> party.

11. Considering the long tenure of service in continuity from 1989 to 01.11.2000 for about 10 years, the workman Shri Salimkhan Taslimkhan Pathan is directed to be reinstated as casual Helper in the organisation of the 1<sup>st</sup> party with continuity of service and with 30% of back wages. If the 2<sup>nd</sup> party workman choose to exercise the alternative option of getting compensation from the 1<sup>st</sup> party, then a lumpsum compensation of Rupees One Lakh Eighty Thousand Only (Rs. 1,80,000/-) is directed to be paid to him by the 1<sup>st</sup> party. So, this issue is decided accordingly.

The reference is allowed. However no order of cost.

The 1<sup>st</sup> party is directed to reinstate the 2<sup>nd</sup> party workman Shri Salimkhan Taslimkhan Pathan within one month of receipt of copy of award, failing which the back wages will carry interest 9% P.A. and if the 2<sup>nd</sup> party workman choose to exercise alternative option of getting compensation, then the 1<sup>st</sup> party will pay the compensation of Rs. One Lakh Eighty Thousand Only to him within one month of receipt of copy of award, failing which the amount of compensation will carry interest @ 9% per annum.

Let two copies of the award be sent to the appropriate Government for publication u/s 17(1) of the I.D. Act.

BINAY KUMAR SINHA, Presiding Officer



नई दिल्ली, 25 जून, 2014

**का.आ. 1859.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारत पेट्रोलियम कारपोरेशन लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, अहमदाबाद के पंचाट (संदर्भ संख्या 1377/2004) को प्रकाशित करती है जो केन्द्रीय सरकार को 17/6/2014 को प्राप्त हुआ था।

[ सं. एल-30012/44/2001-आईआर (एम) ]

जोहन तोपनो, अवर सचिव

New Delhi, the 25th June, 2014

**S.O. 1859.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 1377/2004) of the Central Government Industrial Tribunal/Labour Court, Ahmedabad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Bharat Petroleum Corporation Limited and their workman, which was received by the Central Government on 17/6/2014.

[No. L-30012/44/2001-IR(M)]

JOHAN TOPNO, Under Secy.

**ANNEXURE**

**BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,  
AHMEDABAD**

**Present :**

Binay Kumar Sinha,  
Presiding Officer, CGIT-cum-Labour Court,  
Ahmedabad, Dated 12th May, 2014

**Reference: (CGITA) No. 1377/2004****Reference: (I.T.C) No. 2/2002 (old)**

Reference Order No. 30012/44/2001-IR(M)  
dated 20.10.2001, New Delhi

Bharat Petroleum Corpn.Ltd.,  
Icchapore, Hazira Road,  
SURAT (GUJARAT) 394510

.....First Party

**And**

Their Workman,  
Shri Rajubhai Bhikhabhai Patel  
Sahara Darwaja, Umarwada Tekra,  
Opp. Bharat Petroleum  
SURAT (GUJARAT)-395003

.....Second Party

For the First Party : Shri Yogesh Pathak, Advocate

For the Second Party : Shri Jayesh Patel, Advocate

**AWARD**

The Government of India/Ministry of Labour, New Delhi vide its order No. 30012/44/2001 (IR(M)) dated 20.10.2001, referred the dispute for adjudication to the Industrial Tribunal, Surat (Gujarat) with respect to the matters specified in the Schedule:

**SCHEDULE**

“Whether Sh. Rajubhai Bhikhabhai Patel has put in continuous service in the Bharat Petroleum Corpn. Ltd. as per provisions of Section 25 B of the I.D. Act? If so, whether the action of the management of Bharat Petroleum Corpn Ltd., Hazira, Surat through its officers in discontinuing/terminating the services of the workman Sh. Rajubhai Bhikhabhai Patel w.e.f. 01.11.2000 is legal, proper and justified? If not, to what relief the concerned workman is entitled to and from which date and what other directions are necessary in the matter?”

2. The case of the 2nd party (workman) as per statement of claim (Ext.4) is that he joined the service of the 1st party from 10.01.1989 as casual Helper at daily wages rate. He had to work at Ring Road, Sahara Darwaja Depot at Surat. He has served continuously, uninterruptedly and unblemishly for about 13 years. The petrol products are stored in the depot and is sold out in the public commercially. Only one weekly off was a holiday and for the rest of the days he and other casual Helper had to work with other employee. The 1st party used to make false and fabricated vouchers in the name of other fictitious persons for the work performed by him, but was not paid fairly. The 1st party was not keeping the records of muster roll in prescribed form. He was issued I. Card, E.S.I. Card, payment vouchers etc. He had worked for more than 240 days in each year but he was not made permanent. He was victimised for complaining the Factory Inspectors on 13.06.2000 for not giving the leave, attendance cards, wage vouchers, I-card etc. He and other casual workers have also complained against unfair labour practice by the officials of the 1st party (management of Sahara Darwaja Depot) since he completed 13 years of service completing 240 days every year. In pursuance to complaint, the Factories Inspectors visited the work place at Sahara Darwaja and recorded statement of concern employees who were the complainants. The factories Inspector prepared a statement in which name, designation, number of year of service are mentioned in the hand writing and the co- employee/co-litigants had signed the said statement. Due to this complaint the 1st party started victimising the workman and other co-worker resulting in discontinuing/ terminating of the 2nd party workman and other co-worker on the pretext of not reporting to duty at Hazira depot and abandonment of work. On these ground, prayer is to declare the discontinuation order illegal and to reinstate the workman with back wages other benefits.



3. As against this the case of the 1st party interlia as per written statement (Ext.12) along with amended W/s is that the concerned workman were engaged on casual basis as per requirement and exigency of work of loading and unloading wagons at the working place and that they were working when other regular were absent and that they have not worked for 240 days in any calendar year and have not worked continuously and uninterruptedly, they were shifted to Hazira depot due to exigency of work as per requirement in the year 2000. As per direction of the Central Government & Petroleum department the city depot at Surat, Sahara Darwaja was shifted to Hazira and city depot was closed. Since they were casual labourers so, there was no requirement to comply with the provision of Section 25-F of the I.D. Act, there was no breach of Section 25 G, H and no retrenchment or illegal termination u/s. 2 (rr) of the I.D. Act arises. On shifting of city depot to Hazira area, the concerned workman themselves abandoned the service of their own volition. On these grounds, prayer is that the 2nd party workman are not entitled to any relief and the reference is fit to be rejected.

4. As per rival contention in the pleadings of the parties, the following issues are taken for discussion and determination :

#### ISSUES

- (i) Is the reference maintainable?
- (ii) Has the workman involved (2nd party) got valid cause of action?
- (iii) Whether the 2nd party workman has put in continuous service and completed 240 days works in calendar years from his engagement and whether he completed 240 days in the calendar year preceding his discontinuation/termination?
- (iv) Whether the action of the management of Bharat Petroleum Corp. Ltd., Hazira, Surat through its officer in discontinuing/terminating the services of the workman Shri Rajubhai Bhikhabhai Patel w.e.f. 01.11.2000 is legal, proper and justified?
- (v) Whether the 2nd party workman is entitled to reinstate with back wages? If so, from which date and if not, what alternative relief, if any, he is entitled? What directions are necessary in the matter?

#### FINDINGS

5. **Issue No. (iii):-** The 2nd party through the list Ext. 8 and 28 submitted several documents. Ext. 8/1 is copy of petition filed on 03.07.2000 in S.C.A. No. 9107/2000. Ext. 8/ 2 is copy of order of Gujarat High Court dated 07.03.2000 by which the S.C.A was withdrawn since the appropriate Government referred the dispute for adjudication to the Industrial Tribunal. Ext. 8/3 is complaint to A.L.C (Central) Baroda and Dy. A.L.C. (Central) Baroda filed on 13.08.2000. Ext.8/4 is original E.S.I. Card of 2nd party dated 10.01.1989.

Ext.28/1 is complaint to A.L.C (Central) Baroda. Ext.28/2 is letter to Dy A.L.C and A.L.C (Central) for breach of labour laws. Ext. 28/3 is original letter of Dy. ALC and A.L.C (Central) in respect to complaint of workman. Ext. 28/4 is original cover in which the Govt. Officer sent letter. Ext. 28/5 is statement recorded by the Factory Inspector on dated 31.08.2000. As per I. Card, the 2nd party was working as watchman in the 1st party Surat depot. From the statement recorded by the Factory Inspectors on 31.08.2000, it go to show the names of concerned casual workers working in the city depot, Surat regularly with number of years. The 2nd party workman is at serial No. 4 showing working as helper for the last 13 years. This statement prepared by the Factories Inspectors contain signatures of casual worker including the 2nd party workman, also contain the signature of M. Murgan, Depot manager and the signature of the Factory Inspector. This statement was recorded on the basis of complaint made by Rajubhai Bhikhabhai Patel (2nd party workman of reference C.G.I.T.A. 1377/2004) and the Factory Inspectors by letter dated 30.09.2000 informed to him (Rajubhai Bhikhabhai Patel) that steps have been taken for issue of I Card and E.S.I. Card. Ext.29 is copy of correspondence of A.L.C, Surat on complain of Rajubhai Bhikhabhai and Others. Ext. 30 is also correspondence to Rajubhai and Others by Asst. Commissioner of Labours, Surat. The 2nd party Rajubhai Bhikhabhai Patel in his affidavit in lieu of examination in chief (Ext.22) has deposed in support of his claim that has also corroborated by the statement recorded by the Factory Inspectors that he and other co-workers are continuously working as daily rated worker without break. Similar type of the reference cases – Reference (CGITA No. 1370 to 1377/04 and 1396/04 were consolidated for the purpose of cross examination of the 2nd party workman and one workman Mr. Sanjay Limba Sonwane was cross examined by the lawyer of the 1st party that covers the claim of all the affected workman of reference cases. The 2nd party Rajubhai Bhikhabhai Patel in his evidence Ext.22 supported the claim statement and in his evidence (Ext.27) on point of unemployment has proved that since after termination/discontinuation from work at the hands of officials of the 1st party organisation he remained unemployed and having burden of maintaining his family with immense financial crisis and that his wife is performing miscellaneous work. Nothing could have been gained by the 1st party to discredit the testimony of the workman (2nd party).

6. The oral evidence of the 1st party are of two witnesses (1) Naresh Juneja (Ext.36) and Vinod Panchal (Ext. 26) and their cross examination by the lawyer of the 2nd party and the document of muster roll produced at list ext. 28 marked Ext.28/1 to 28/4 in the case of another workman Anand Sonwane which is consolidated by way of list of documents and the C.S.O. Produced by the 1st party as stated in cross examination of witness. From the

perusal of the evidence of the 1st party's witness, it is obvious that the witnesses do not support the written statement in toto and the 1st party by virtue of the statement of witnesses could not discard the evidence of the 2nd party that he and other co-workers have not completed 240 days work in any Calendar year. More so, all the muster roll of relevant years have not been produced. The evidence of witness Mr. Naresh Juneja (Ext.36) is quite contradictory that as per advance notice dated 13.06.2000, Surat City depot, Sahara Darwaja depot (City) was to shift from Surat City w.e.f. 01.07.2000 and the workman did not report for duty to new shifting place of depot at Hazira Industrial area and they abandoned their works and that the 1st party management had not discontinued them. The closure notice has not been produced as documentary evidence. The statement of workman recorded by the Factories Inspector on 31.08.2000 at Sahara Darwaja Depot speaks a volume against the pleading and evidence of the 1st party and that go to prove that on 31.08.2000, the city depot at Sahara Darwaja, Surat city had not been shifted fully as per closure notice from 01.07.2000 and the concerned workman including the 2nd party were found working at city depot and on the steps taken by the Factories Inspectors, identity cards, E.S.I. Cards were issued to the concerned workman. So, it is proved that the 2nd party workman completed 240 days works in calendar year and also in the calendar year preceding his termination/ discontinuation.

7. Thus on consideration of the evidence and materials on the record, I find and hold that the 2nd party workman was continuously working as casual Helper and has completed 240 days works in calendar years and also completed year preceding his oral discontinuation/ termination by the management of the 1st party. This issue is accordingly answered in the affirmative.

8. **Issue No.(iv) :-** As per findings to issue No.(iii) in the foregoing paras, it is held further that Shri Rajubhai Bhikhabhai Patel (2nd party workman) has put in continuous service as casual helper in the Bharat Petroleum Corp. Ltd. as per provisions of section 25-B of the I.D Act and so, the management of Bharat Petroleum Corp. Ltd. without complying with the mandatory provisions of section 25F of the I.D. Act viz not issuing retrenchment notice, not giving one month pay in lieu of notice, not paying retrenchment compensation to Rajubhai Bhikhabhai Patel have illegally terminated him from works and so, the action of the management of Bharat Petroleum Corp. Ltd. Hazira, Surat through its officers in discounting/ terminating the services of the workman Shri Rajubhai Bhikhabhai Patel w.e.f. 01.11.2000 is illegal, improper and unjustified. This issue is answered against the 1st party.

9. **Issue No. (i) & (ii) :-** In view of the findings to issue No.(iii) & (iv) in the foregoing, I find and hold that the reference is maintainable and the 2nd party workman Shri Rajubhai Bhikhabhai Patel has got valid cause of action.

10. **Issue No. (v):-** In the past due to violation of the mandatory provision of section 25F of the I.D. Act by the employer, usually the casual workman who completed 240 days works in calendar year were granted relief for the reinstatement to work with back wages to any percentage according to the merit of each case, but in the recent years there have been change in the view of the Hon'ble Apex Court that since casual workers even completing 240 days work do not hold a post as that of regular employee. So as a matter of right casual labourer cannot claim reinstatement, rather a reasonable compensation should be awarded to them. In the case of senior superintendent Telegraph (Traffic) Bhopal Vs. Santosh kumar Seal and others reported in 2010 III CLR 17= 2010 (b) SCC 773, it has been held by their Lordship of the Hon'ble Supreme Court (D.B) –“grant of reasonable compensation to the workman instead of reinstatement and back wages in case of termination of service is found illegal will sub serve the ends of justice.” But in the instant case the 2nd party workman Shri Rajubhai Bhikhabhai Patel was working since 10.01.1989 continuously and uninterruptedly as casual Helper and thus completed more than 240 days work every year before his termination/discontinuation w.e.f. 01.11.2000 which has been held to be illegal and unjustified action on part of the 1st party employer. So, his claim for reinstatement as Casual helper in the 1st party organisation is also found to be justified due to continuous and uninterrupted service in the organisation of the 1st party, though he did not hold a post as that of regular employee. In the alternative option the 2nd party workman is also entitled for reasonable amount of compensation from the 1st party employer.

11. Considering the long tenure of service in continuity from 10.01.1989 to 01.11.2000 for about 13 years, the workman Shri Rajubhai Bhikhabhai Patel is directed to be reinstated as casual Helper in the organisation of the 1st party with continuity of service and with 30% of back wages. If the 2nd party workman choose to exercise the alternative option of getting compensation from the 1st party, then a lumpsum compensation of Rupees Two Lakh Only (Rs. 2,00,000/-) is directed to be paid to him by the 1st party. So, this issue is decided accordingly.

The reference is allowed. However no order of cost.

The 1st party is directed to reinstate the 2nd party workman Shri Rajubhai Bhikhabhai Patel within one month of receipt of copy of award, failing which the back wages will carry interest 9% P.A. and if the 2nd party workman choose to exercise alternative option of getting compensation, then the 1st party will pay the compensation of Rs. Two lakh Only to him within one month of receipt of copy of award, failing which the amount of compensation will carry interest @ 9% per annum.

Let two copies of the award be sent to the appropriate Government for publication u/s 17(1) of the I.D. Act.

BINAY KUMAR SINHA, Presiding Officer

नई दिल्ली, 25 जून, 2014

**का.आ. 1860.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारत पेट्रोलियम कारपोरेशन लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, अहमदाबाद के पंचाट (संदर्भ संख्या 1376/2004) को प्रकाशित करती है जो केन्द्रीय सरकार को 17/6/2014 को प्राप्त हुआ था।

[सं. एल-30012/43/2001-आईआर (एम)]

जोहन तोपनो, अवर सचिव

New Delhi, the 25th June, 2014

**S.O. 1860.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 1376/2004) of the Central Government Industrial Tribunal/Labour Court, Ahmedabad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Bharat Petroleum Corporation Limited and their workman, which was received by the Central Government on 17/6/2014.

[No. L-30012/43/2001-IR(M)]

JOHAN TOPNO, Under Secy.

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AHMEDABAD

#### Present :

Binay Kumar Sinha,  
Presiding Officer, CGIT- cum -Labour Court,  
Ahmedabad, Dated 12th May, 2014

#### Reference: (CGITA) No-1376/2004

#### Reference: (I.T.C) No. -1/2002(old)

Reference Order No. 30012/43/2001-IR(M)

dated 20.12.2001, New Delhi

Bharat Petroleum Corpn.Ltd.  
Icchapore, Hazira Road,  
SURAT (GUJARAT) 394510

.....First Party

#### And

Their Workman  
Shri Anand Arjunbhai Sonwane  
Sahara Darwaja, Umarwada Tekra,  
Opp. Bharat Petroleum  
Surat (Gujarat) -395003

.....Second Party

For the First Party : Shri Yogesh Pathak, Advocate

For the Second Party : Shri Jayesh Patel, Advocate

#### AWARD

The Government of India/Ministry of labour, New Delhi vide its order No. 30012/43/2001-IR(M)) dated 20.12.2001, referred the dispute for adjudication to the Industrial Tribunal, Surat (Gujarat) with respect to the matters specified in the Schedule:

#### SCHEDULE

“Whether Sh. Anand Arjunbhai Sonwane has put in continuous service in the Bharat Petroleum Corpn. Ltd. as per provisions of section 25 B of the I.D. Act? If so, whether the action of the management of Bharat Petroleum Corpn. Ltd, Hazira, Surat through its officers in discontinuing/terminating the services of the workman Sh. Anand Arjunbhai Sonwane w.e.f. 08.11.2000 is legal, proper and justified? If not, to what relief the concerned workman is entitled to and from which date and what other directions are necessary in the matter?”

2. The case of the 2nd party (workman) as per statement of claim (Ext.4) is that he joined the service of the 1st party from 05.05.1986 as casual Helper at daily wages rate. He had to work at Ring Road, Sahara Darwaja Depot at Surat. He has served continuously, uninterruptedly and unblemishly for about 14 years. The petrol products are stored in the depot and is sold out in the public commercially. Only one weekly off was a holiday and for the rest of the days he and other casual Helper had to work with other employee. The 1st party used to make false and fabricated vouchers in the name of other fictitious persons for the work performed by him, but was not paid fairly. The 1st party was not keeping the records of muster roll in prescribed form. He was issued I. card, E.S.I. card, payment vouchers etc. He had worked for more than 240 days in each year but he was not made permanent. He was victimised for complaining the Factory Inspectors on 13.06.2000 for not giving the leave, attendance cards, wage vouchers, I-card etc. He and other casual workers have also complained against unfair labour practice by the officials of the 1st party (management of Sahara Darwaja Depot) since he completed 14 years of service completing 240 days every year. In pursuance to complaint, the Factories Inspectors visited the work place at Sahara Darwaja and recorded statement of concern employees who were the complainants. The factories Inspector prepared a statement in which name, designation, number of year of service are mentioned in the hand writing and the co- employee/co-litigants had signed the said statement. Due to this complaint the 1st party started victimising the workman and other co-worker resulting in discontinuing/ terminating of the 2nd party workman and other co-worker on the pretext of not reporting to duty at Hazira depot and abandonment of work. On these ground, prayer is to declare the discontinuation order illegal and to reinstate the workman with back wages and other benefits.

3. As against this the case of the 1st party interlia as per written statement (Ext.14) along with amended W/s is that the concerned workman were engaged on casual basis as per requirement and exigency of work of loading and unloading wagons at the working place and that they were working place when other regular were absent and that they have not worked for 240 days in any calendar year and have not worked continuously and uninterruptedly, they were shifted to Hazira depot due to exigency of work as per requirement in the year 2000. As per direction of the Central Government & Petroleum department the city depot at Surat, Sahara Darwaja was shifted to Hazira and city depot was closed. Since they were casual labourers so, there was no requirement to comply with the provision of section 25F of the I.D. Act, there was no breach of section 25 G,H and no retrenchment or illegal termination u/s. 2 (rr) of the I.D. Act arises. On shifting of city depot to Hazira area, the concerned workman themselves abandoned the service of their own violation. On these grounds, prayer is that the 2nd party workman are not entitled to any relief and the reference is fit to be rejected.

4. As per rival contention in the pleadings of the parties, the following issues are taken for discussion and determination :

#### ISSUES

- (i) Is the reference maintainable?
- (ii) Has the workman involved (2nd party) got valid cause of action?
- (iii) Whether the 2nd party workman has put in continuous service and completed 240 days works in calendar years from his engagement and whether he completed 240 days in the calendar year preceding his discontinuation/termination?
- (iv) Whether the action of the management of Bharat Petroleum Corp. Ltd, Hazira, Surat through its officer in discontinuing/terminating the services of the workman Shri Anand Arjunbhai Sonwane w.e.f. 08.11.2000 is legal, proper and justified?
- (v) Whether the 2nd party workman is entitled to reinstatement with back wages? If so, which date and if not, what alternative relief, if any, he is entitled? What directions are necessary in the matter?

#### FINDINGS

5. **ISSUE NO. (iii):-** The 2nd party through the list (Ext.7) submitted several documents which are given pucca exhibits 12 to 17. Ext. 15 is copy in S.C.A No. 9107/2000. Ext.16 is copy of order of Gujarat High Court dated 07.03.2000 by which the S.C.A. was withdrawn since the appropriate Government referred the dispute for adjudication to the Industrial Tribunal. Ext. 12 is complaint to ACL Baroda and Dy. ACL Baroda filed on 13.08.2000. Ext.13 is original I. Card of the 2nd party. Ext.14 is original

E.S.I. card of 2nd party dated 05.05.1986 Ext.17 is copy of E.S.I. form No.6, As per I. Card, the 2nd party workman was working as casual worker and watchman in the 1st party depot. In the E.S.I. card the date of entry is shown as 05.5.1986 which is in consonance with the statement of claim which proves the date of joining of the 2nd party. From Ext.13 and 14, 16 the old service of the 2nd party is proved. On the contrary the defence of the 1st party about (1) casual nature of work provided at the time of exigency of employment in place of other absenting regular employee stands disproved and was kept on the status of casual for long period of 14-15 years. From the statement recorded by the Factories Inspector on 31.08.2000, it go to show the names of concerned casual workers working in the city depot, Surat regularly with number of years. The 2nd party workman Anand Arjunbhai Sonwane is at Serial No. 5 showing working as Helper for the last 15 years. This statement prepared by the Factories Inspectors contain signatures of casual worker including the 2nd party workman, also contain the signature of M. Murgan, Depot manager and the signature of the Factory Inspector. This statement was recorded on the basis of complaint made by Rajubhai Bhikhabhai Patel ( 2nd party workman of reference C.G.I.T.A. 1377/2004) and the Factory Inspectors by letter dated 30.09.2000 informed to him that steps have been taken for issue of I card and E.S.I. Card. The 2nd party Anand Arjunbhai Sonwane in his (evidence) affidavit in lieu of examination in chief (Ext.22) deposed in support of his claim that has also been corroborated by the statement recorded by the Factory Inspectors that he and other co-workers are continuously working as daily rated worker. Similar type of the reference cases – Reference CGITA No. 1370 to 1377/04 and 1396/04 were consolidated for the purpose of cross examination of the 2nd party workman and one workman Mr. Sanjay Limba Sonwane was cross examined by the lawyer of the 1st party that covers the claim of all the affected workman of reference cases. The 2nd party Anand Arjunbhai Sonwane in his evidence (Ext.22) supported the claim statement and he in his cross examination also stood the veracity test. Evidence on point of unemployment is unchallenged; the 1st party has not lead evidence on gainful employment of the 2nd party workman. The 2nd party is facing immense burden of maintaining his family under financial crisis. Nothing could have been gained by the 1st party to discredit the testimony of the 2nd party.

6. The oral evidence of the 1st party are of two witnesses (1) Naresh Juneja (Ext.32) and Vinod Panchal (Ext. 26) and their cross examination by the lawyer of the 2nd party and the document of muster roll produced at list ext. 28 marked Ext.28/1 to 28/4 in the case of another workman Anad Sonwane which is consolidated by way of list of documents and the C.S.O. Produced by the 1st party as stated in cross examination of witness. From the perusal of the evidence of the 1st party's witnesses, it is obvious



that the witnesses do not support the written statement in toto and the 1st party by virtue of the statement of witnesses could not discard the evidence of the 2nd party that he and other co-workers have not completed 240 days work in any Calendar year. More so, all the muster roll of relevant years have not been produced. The evidence of witness Mr. Naresh Juneja (Ext.32) is quite contradictory that as per advance notice dated 13.06.2000, Surat City depot, Sahara Darwaja depot (City) was to shift from Surat City w.e.f. 01.07.2000 and the workman did not report for duty to new shifting place of depot at Hazira Industrial area and they abandoned their works and that the 1st party management had not discontinued them. The closure notice has not been produced as documentary evidence. The statement of workman recorded by the Factories Inspector on 31.08.2000 at Sahara Darwaja Depot speaks a volume against the pleading and evidence of the 1st party and that go to prove that on 31.08.2000, the city depot at Sahara Darwaja, Surat city had not been shifted fully as per closure notice from 01.07.2000 and the concerned workman including the 2nd party were found working at city depot and on the steps taken by the Factories Inspectors, identity cards, E.S.I. Cards were issued to the concerned workman. So, it is proved that the 2nd party workman completed 240 days works in calendar year and also in the calendar year preceding his termination/ discontinuation.

7. Thus on consideration of the evidence and materials on the record, I find and hold that the 2nd party workman was continuously working as casual Helper and has completed 240 days works in calendar years and also completed year preceding his oral discontinuation/ termination by the management of the 1st party. This issue is accordingly answered In the affirmative.

8. **ISSUE NO.(iv) :-** As per findings to issue No.(iii) in the foregoing paras, it is held further that Shri Anand Arjunbhai Sonwane (2nd party workman) has put in continuous service as casual helper in the Bharat Petroleum Corp. Ltd. as per provisions of section 25-B of the I.D Act and so, the management of Bharat Petroleum Corp. Ltd. without complying with the mandatory provisions of section 25F of the I.D. Act viz not issuing retrenchment notice, not giving one month pay in lieu of notice, not paying retrenchment compensation to Anand Arjunbhai Sonwane have illegally terminated him from works and so, the action of the management of Bharat Petroleum Corp. Ltd. Hazira, Surat through its officers in discounting/ terminating the services of the workman Shri Anand Arjunbhai Sonwane w.e.f. 08.11.2000 is illegal, improper and unjustified. This issue is answered against the 1st party.

9. **ISSUE NO. (i) & (ii) :-** In view of the findings to issue No.(iii) & (iv) in the foregoing, I find and hold that the reference is maintainable and the 2nd party workman Shri Anand Arjunbhai Sonwane has got valid cause of action.

10. **ISSUE NO. (v):-** In the past due to violation of the mandatory provision of section 25F of the I.D. Act by the employer, usually the casual workman who completed 240 days works in calendar year were granted relief for the reinstatement to work with back wages to any percentage according to the merit of each case, but in the recent years there have been change in the view of the Hon'ble Apex Court that since casual workers even completing 240 days work do not hold a post as that of regular employee. So as a matter of right casual labourer cannot claim reinstatement, rather a reasonable compensation should be awarded to them. In the case of senior superintendent Telegraph (Traffic) Bhopal Vs. Santosh Kumar Seal and others reported in 2010 III CLR 17= 2010 (b) SCC 773, it has been held by their Lordship of the Hon'ble Supreme Court (D.B) — “grant of reasonable compensation to the workman instead of reinstatement and back wages in case of termination of service is found illegal will sub serve the ends of justice.” But in the instant case the 2nd party workman Shri Anand Arjunbhai Sonwane was working since 05.05.1986 continuously and uninterruptedly as casual Helper and thus completed more than 240 days work every year before his termination/discontinuation w.e.f. 08.11.2000 which has been held to be illegal and unjustified action on party of the 1st party employer. So, his claim for reinstatement as Casual helper in the 1st party organisation is also found to be justified due to continuous and uninterrupted service in the organisation of the 1st party, though he did not hold a post as that of regular employee. In the alternative option the 2nd party workman is also entitled for reasonable amount of compensation from the 1st party.

11. Considering the long tenure of service in continuity from 05.05.1986 to 08.11.2000 for about 15 years, the workman Shri Anand Arjunbhai Sonwane is directed to be reinstated as casual Helper in the organisation of the 1st party with continuity of service and with 30% of back wages. If the 2nd party workman choose to exercise the alternative option of getting compensation from the 1st party, then a lumpsum compensation of Rupees Two Lakh Twenty Thousand Only (Rs. 2,20,000/-) is directed to be paid to him by the 1st party. So, this issue is decided accordingly.

The reference is allowed. However no order of cost.

The 1st party is directed to reinstate the 2nd party workman Shri Anand Arjunbhai Sonwane within one month of receipt of copy of award, failing which the back wages will carry interest 9% P.A. and if the 2nd party workman choose to exercise alternative option of getting compensation, then the 1st party will pay the compensation of Rs. Two Lakh Twenty Thousand Only to him within one month of receipt of copy of award, failing which the amount of compensation will carry interest @ 9% per annum.

Let two copies of the award be sent to the appropriate Government for publication u/s 17(1) of the I.D. Act.

BINAY KUMAR SINHA, Presiding Officer



नई दिल्ली, 25 जून, 2014

**का.आ. 1861.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारत पेट्रोलियम कारपोरेशन लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, अहमदाबाद के पंचाट (संदर्भ संख्या 1374/2004) को प्रकाशित करती है जो केन्द्रीय सरकार को 17/6/2014 को प्राप्त हुआ था।

[ सं. एल-30012/42/2001-आईआर (एम) ]

जोहन तोपनो, अवर सचिव

New Delhi, the 25th June, 2014

**S.O. 1861.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 1374/2004) of the Central Government Industrial Tribunal/Labour Court, Ahmedabad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Bharat Petroleum Corporation Limited and their workman, which was received by the Central Government on 17/6/2014.

[No. L-30012/42/2001-IR(M)]

JOHAN TOPNO, Under Secy.

**ANNEXURE**

**BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,  
AHMEDABAD**

**Present :**

Binay Kumar Sinha,  
Presiding Officer, CGIT -cum- Labour Court,  
Ahmedabad, Dated 12th May, 2014

**Reference : (CGITA) No-1374/2004****Reference : (I.T.C) No-30/2001(old)**

Reference Order No. 30012/42/2001-IR (M)

Dated 10.10.2001, New Delhi

Bharat Petroleum Corpn.Ltd.  
Icchapore, Hazira Road,  
SURAT (GUJARAT) 394510

.....First Party

**And**

Their Workman  
Shri Sanjay Limba Sonwane  
Sahara Darwaja, Umarwada Tekra,  
Opp. Bharat Petroleum  
SURAT (GUJARAT)-395003

.....Second Party

For the First Party : Shri Yogesh Pathak, Advocate

For the Second Party : Shri Jayesh Patel, Advocate

**AWARD**

The Government of India/Ministry of labour, New Delhi vide its order No. 30012/42/2001-IR(M) dated 10.10.2001, referred the dispute for adjudication to the Industrial Tribunal, Surat (Gujarat) with respect to the matters specified in the Schedule:

**SCHEDULE**

“Whether Sh. Sanjay Limba Sonwane has put in continuous service in the Bharat Petroleum Corpn. Ltd. as per provisions of section 25 B of the I.D. Act? If so, whether the action of the management of Bharat Petroleum Corpn Ltd, Hazira, Surat through its officers in discontinuing/terminating the services of the workman Sh. Sanjay Limba Sonwane w.e.f. 08.11.2000 is legal, proper and justified? If not, to what relief the concerned workman is entitled to and from which date and what other directions are necessary in the matter?”

2. The case of the 2nd party (workman) as per statement of claim (Ext.5) is that he joined the service of the 1st party from 04.07.1991 as casual Helper at daily wages rate. He had to work at Ring Road, Sahara Darwaja Depot at Surat. He has served continuously, uninterruptedly and unblemishly for about 11 years. The petrol products are stored in the depot and is sold out in the public commercially. Only one weekly off was a holiday and for the rest of the days he and other casual Helper had to work with other employee. The 1st party used to make false and fabricated vouchers in the name of other fictitious persons for the work performed by him, but was not paid fairly. The 1st party was not keeping the records of muster roll in prescribed form. He was issued I. card, E.S.I. card, payment vouchers etc. He had worked for more than 240 days in each year but he was not made permanent. He was victimised for complaining the Factory Inspectors on 13.06.2000 for not giving the leave, attendance cards, wage vouchers, I-card etc. He and other casual workers have also complained against unfair labour practice by the officials of the 1st party (management of Sahara Darwaja Depot) since he completed 11 years of service. In pursuance to complaint, the Factories Inspectors visited the work place at Sahara Darwaja and recorded statement of concern employees who were the complainants. The factories Inspector prepared a statement in which name, designation, number of year of service are mentioned in the hand writing and the co- employee/co-litigants had signed the said statement. Due to this complaint the 1st party started victimising the workman and other co-worker resulting in discontinuing/ terminating of the 2nd party workman and other co-worker on the pretext of not reporting to duty at Hazira depot and abandonment of work. On these ground, prayer is to declare the discontinuation order illegal and to reinstate the workman with back wages and other benefits.

3. As against this the case of the 1st party interlia as per written statement (Ext.13) along with amended W/s is that the concerned workman were engaged on casual basis as per requirement and exigency of work of loading and unloading wagons at the working place and that they were working when other regular were absent and that they have not worked for 240 days in any calendar year and have not worked continuously and uninterruptedly, they were shifted to Hazira depot due to exigency of work as per requirement in the year 2000. As per direction of the Central Government & Petroleum department the city depot at Surat, Sahara Darwaja was shifted to Hazira and city depot was closed. Since they were casual labourers so, there was no requirement to comply with the provision of section 25F of the I.D. Act, there was no breach of section 25 G,H and no retrenchment or illegal termination u/s. 2 (rr) of the I.D. Act arises. On shifting of city depot to Hazira area, the concerned workman themselves abandoned the service of their own volition. On these grounds, prayer is that the 2nd party workman are not entitled to any relief and the reference is fit to be rejected.

4. As per rival contention in the pleadings of the parties, the following issues are taken for discussion and determination :

#### ISSUES

- (i) Is the reference maintainable?
- (ii) Has the workman involved (2nd party) got valid cause of action?
- (iii) Whether the 2nd party workman has put in continuous service and completed 240 days works in calendar years from his engagement and whether he completed 240 days in the calendar year preceding his discontinuation/termination?
- (iv) Whether the action of the management of Bharat Petroleum Corp. Ltd, Hazira, Surat through its officer in discontinuing/terminating the services of the workman Shri Sanjay Limba Sonwane w.e.f. 08.11.2000 is legal, proper and justified?
- (v) Whether the 2nd party workman is entitled to reinstatement with back wages? If so, which date and if not, what alternative relief, if any, he is entitled? What directions are necessary in the matter?

#### FINDINGS

5. ISSUE NO. (iii):- The 2nd party through the list Ext.9 and 27 submitted several documents. Ext. 9/1 is copy of petition filed on 03.07.2000 in S.C.A. No. 9107/2000. Ext. 9/2 is copy of order of Gujarat High Court dated 07.03.2000 by which the S.C.A was withdrawn since the appropriate Government referred the dispute for adjudication to the Industrial Tribunal. Ext. 9/3 is complaint to A.L.C (central) Baroda and Dy. A.L.C. (Central) Baroda filed on 13.08.2000. Ext.9/4 is original E.S.I. card of 2nd party dated 04.07.1991.

Ext.27/1 is complaint to ALC Baroda & letter of Dy. Commissioner of labour and ALC in respect of complaint marked Ext.28. Ext. 27/2 is letter dated 19.08.2000 from ALC Baroda (marked Ext.29) Ext.27/3 is original reply ALC Baroda dated 30.09.2000 (marked Ext.30) Ext. 27/4 is true copy of cover in which the govt. Officer, send letter (marked Ext.31) Ext.27/5 is statement recorded by Factories Inspector (original) dated 31.08.2000 (marked ext.32, From the statement recorded by the Factories Inspector on 31.08.2000, it go to show the names of concerned casual workers working in the city depot, Surat, regularly with number of years. The name of 2nd party workman is at serial No.3, showing working as Helper for the last 10 years. This statement by the Factories Inspector was recorded on the basis of complainant made by co-worker (Rajubhai Bhikhabhai Patel) (reference C.G.I.T.A. 1377/2004) and the Factory Inspectors by letter dated 30.09.2000 informed to him (Rajubhai Bhikhabhai Patel) that steps have been taken for issue of I card and E.S.I. Card. Ext.29 is copy of correspondence of A.L.C, Surat on complain of Rajubhai Bhikhabhai and others. Ext. 30 is also correspondence to Rajubhai and others by Assistant Commissioner of Labour, Surat. The 2nd party workman Shri Sanjay Limba Sonwane in his affidavit in lieu of examination in chief (Ext.19 and Ext.26) has deposed in support of his claim that has been also corroborated by the statement recorded by the Factory Inspector that he and other are continuously working as daily rated worker without break. Similar type of reference cases Reference CGITA No. 1370 to 1377/2004 and 1396/2004 were consolidated for the purpose of cross-examination of 2nd party workman and one workman Mr. Sanjay Limba Sonwane (present 2nd party) was cross-examined by the lawyer of the 1st party that covers the claim of all the affected workman of reference cases. The 2nd party Sanjay Limba Sonwane in his evidence Ext.19 supported the claim statement and in his evidence (Ext.26) on point of unemployment has proved that since after termination/discontinuation from work at the hands of officials of the 1st party organisation he remained unemployed and having burden of maintaining his family with immense financial crisis and is pulling rickshaw for the time being. Nothing could have been gained by the 1st party to discredit the testimony of the workman (2nd party).

6. The oral evidence of the 1st party are of two witnesses (1) Naresh Juneja (Ext.37) and Vinod Panchal (Ext. 26) and their cross-examination by the lawyer of the 2nd party and the document of muster roll produced at list ext. 28 marked Ext.28/1 to 28/4 and the C.S.O. Produced by the 1st party as stated in cross-examination, it is obvious that the witnesses do not support the written statement in toto and the 1st party by virtue of the statement of witnesses could not discard the evidence of the 2nd party that he and other co-workers have not completed 240 days work in any Calendar year. More so,

all the muster roll of relevant years have not been produced. The evidence of witness Mr. Naresh Juneja (Ext.37) is quite contradictory that as per advance notice dated 13.06.2000, Surat City depot, Sahara Darwaja depot (City) was to shift from Surat City w.e.f. 01.07.2000 and the workman did not report for duty to new shifting place of depot at Hazira Industrial area and they abandoned their works and that the 1st party management had not discontinued them. The closure notice has not been produced as documentary evidence. The statement of workman recorded by the Factories Inspector on 31.08.2000 at Sahara Darwaja Depot speaks a volume against the pleading and evidence of the 1st party and that go to prove that on 31.08.2000, the city depot at Sahara Darwaja, Surat city had not been shifted fully as per closure notice from 01.07.2000 and the concerned workman including the 2nd party were found working at city depot and on the steps taken by the Factories Inspectors, identity cards, E.S.I. Cards were issued to the concerned workman. So, it is proved that the 2nd party workman completed 240 days works in calendar year and also in the calendar year preceding his termination/ discontinuation.

7. Thus on consideration of the evidence and materials on the record, I find and hold that the 2nd party workman was continuously working as casual Helper and has completed 240 days works in calendar years and also completed 240 days work in the Calendar year preceding his oral discontinuation/termination by the management of the 1st party. This issue is accordingly answered in the affirmative.

8. ISSUE NO.(iv) :- As per findings to issue No.(iii) in the foregoing paras, it is held further that Shri Sanjay Limba Sonwane (2nd party workman) has put in continuous service as casual helper in the Bharat Petroleum Corp. Ltd. as per provisions of section 25-B of the I.D Act and so, the management of Bharat Petroleum Corp. Ltd. without complying with the mandatory provisions of section 25F of the I.D. Act viz not issuing retrenchment notice, not giving one month pay in lieu of notice, not paying retrenchment compensation to Sanjay Limba Sonwane have illegally terminated him from works and so, the action of the management of Bharat Petroleum Corp. Ltd. Hazira, Surat through its officers in discounting/terminating the services of the workman Shri Sanjay Limba Sonwane w.e.f.08.11.2000 is illegal, improper and unjustified. This issue is answered against the 1st party.

9. ISSUE NO. (i) & (ii) :- In view of the findings to issue No.(iii) & (iv) in the foregoing, I find and hold that the reference is maintainable and the 2nd party workman Shri Sanjay Limba Sonwane has got valid cause of action.

10. ISSUE NO. (v):- In the past due to violation of the mandatory provision of section 25F of the I.D. Act by the employer, usually the casual workman who completed 240 days works in calendar year were granted relief for the

reinstatement to work with back wages to any percentage according to the merit of each case, but in the recent years there have been change in the view of the Hon'ble Apex Court that since casual workers even completing 240 days work do not hold a post as that of regular employee. So as a matter of right casual labourer cannot claim reinstatement, rather a reasonable compensation should be awarded to them. In the case of senior superintendent Telegraph (Traffic) Bhopal Vs. Santosh Kumar Seal and others reported in 2010 III CLR 17= 2010 (b) SCC 773, it has been held by their Lordship of the Hon'ble Supreme Court (D.B) –“grant of reasonable compensation to the workman instead of reinstatement and back wages in case of termination of service is found illegal will sub-serve the ends of justice.” But in the instant case the 2nd party workman Shri Sanjay Limba Sonwane was working since 04.07.1991 continuously and uninterruptedly as casual Helper and thus completed more than 240 days work every year before his termination/discontinuation w.e.f. 08.11.2000 which has been held to be illegal and unjustified action on part of the 1st party employer. So, his claim for reinstatement as Casual helper in the 1st party organisation is also found to be justified due to continuous and uninterrupted service in the organisation of the 1st party, though he did not hold a post as that of regular employee. In the alternative option the 2nd party workman is also entitled for reasonable amount of compensation from the 1st party.

11. Considering the long tenure of service in continuity from 04.07.1991 to 08.11.2000 for about 10 years, the workman Shri Sanjay Limba Sonwane is directed to be reinstated as casual Helper in the organisation of the 1st party with continuity of service and with 30% of back wages. If the 2nd party workman choose to exercise the alternative option of getting compensation from the 1st party, then a lump sum compensation of Rupees One Lakh Seventy Thousand Only (Rs. 1,70,000/-) is directed to be paid to him by the 1st party. So, this issue is decided accordingly.

The reference is allowed. However no order of cost.

The 1st party is directed to reinstate the 2nd party workman Shri Sanjay Limba Sonwane within one month of receipt of copy of award, failing which the back wages will carry interest 9% P.A. and if the 2nd party workman choose to exercise alternative option of getting compensation, then the 1st party will pay the compensation of Rs. One lakh Seventy Thousand Only to him within one month of receipt of copy of award, failing which the amount of compensation will carry interest @ 9% per annum.

Let two copies of the award be sent to the appropriate Government for publication u/s 17(1) of the I.D. Act.

BINAY KUMAR SINHA, Presiding Officer

नई दिल्ली, 25 जून, 2014

**का.आ. 1862.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारत पेट्रोलियम कारपोरेशन लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, अहमदाबाद के पंचाट (संदर्भ संख्या 1372/2004) को प्रकाशित करती है जो केन्द्रीय सरकार को 17/6/2014 को प्राप्त हुआ था।

[सं. एल-30012/46/2001-आईआर (एम)]

जोहन तोपनो, अवर सचिव

New Delhi, the 25th June, 2014

**S.O. 1862.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 1372/2004) of the Central Government Industrial Tribunal/Labour Court, Ahmedabad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Bharat Petroleum Corporation Limited and their workman, which was received by the Central Government on 17/6/2014.

[No. L-30012/46/2001-IR(M)]

JOHAN TOPNO, Under Secy.

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AHMEDABAD

#### Present :

Binay Kumar Sinha,  
Presiding Officer, CGIT cum Labour Court,  
Ahmedabad, Dated 12th May, 2014

#### Reference : (CGITA) No-1372/2004

#### Reference : (I.T.C) No-28/2001(old)

Reference Order No. 30012/46/2001 -IR(M)

Dated 10.10.2001, New Delhi

Bharat Petroleum Corpn.Ltd.  
Icchapore, Hazira Road,  
SURAT (GUJARAT) 394510

...First Party

#### And

Their Workman  
Shri Maheshbhai Kantibhai Patel  
Sahara Darwaja, Umarwada Tekra,  
Opp. Bharat Petroleum  
SURAT (GUJARAT)-395003

...Second Party

For the First Party : Shri Yogesh Pathak, Advocate

For the Second Party : Shri Jayesh Patel, Advocate

#### AWARD

The Government of India/Ministry of labour, New Delhi vide its order No. 30012/46/2001 - IR(M) dated 10.10.2001, referred the dispute for adjudication to the Industrial Tribunal, Surat (Gujarat) with respect to the matters specified in the Schedule:

#### SCHEDULE

“Whether Sh. Maheshbhai Kantibhai Patel has put in continuous service in the Bharat Petroleum Corpn. Ltd. as per provisions of section 25 B of the I.D. Act? If so, whether the action of the management of Bharat Petroleum Corpn. Ltd, Hazira, Surat through its officers in discontinuing/terminating the services of the workman Sh. Maheshbhai Kantibhai Patel w.e.f. 10.11.2000 is legal, proper and justified? If not, to what relief the concerned workman is entitled to and from which date and what other directions are necessary in the matter?”

2. The case of the 2nd party (workman) as per statement of claim (Ext.5) is that he joined the service of the 1st party from 04.06.1995 as casual Helper at daily wages rate. He had to work at Ring Road, Sahara Darwaja Depot at Surat. He has served continuously, uninterruptedly and unblemishly for about five years. The petrol products are stored in the depot and is sold out in the public commercially. Only one weekly off was a holiday and for the rest of the days he and other casual Helper had to work with other employee. The 1st party used to make false and fabricated vouchers in the name of other fictitious persons for the work performed by him, but was not paid fairly. The 1st party was not keeping the records of muster roll in prescribed form. He was issued I. card, E.S.I. card, payment vouchers etc. He had worked for more than 240 days in each year but he was not made permanent. He was victimised for complaining the Factory Inspectors on 13.06.2000 for not giving the leave, attendance cards, wage vouchers, I-card etc. He and other casual workers have also complained against unfair labour practice by the officials of the 1st party (management of Sahara Darwaja Depot) since he completed 5 years of service completing 240 days every year. In pursuance to complaint, the Factories Inspectors visited the work place at Sahara Darwaja and recorded statement of concern employees who were the complainants. The factories Inspector prepared a statement in which name, designation, number of year of service are mentioned in the hand writing and the co- employee/co-litigants had signed the said statement. Due to this complaint the 1st party started victimising the workman and other co-worker resulting in discontinuing/ terminating of the 2nd party workman and other co-worker on the pretext of not reporting to duty at Hazira depot and abandonment of work. On these ground, prayer is to declare the discontinuation order illegal and to reinstate the workman with back wages and other benefits.



3. As against this the case of the 1st party interlia as per written statement (Ext.10) along with amended W/s is that the concerned workman were engaged on casual basis as per requirement and exigency of work of loading and unloading wagons at the working place and that they were working when other regular were absent and that they have not worked for 240 days in any calendar year and have not worked continuously and uninterruptedly, they were shifted to Hazira depot due to exigency of work as per requirement in the year 2000. As per direction of the central Government & Petroleum department the city depot at Surat, Sahara Darwaja was shifted to Hazira and city depot was closed. Since they were casual labourers so, there was no requirement to comply with the provision of section 25F of the I.D. Act, there was no breach of section 25 G, H and no retrenchment or illegal termination u/s. 2 (rr) of the I.D. Act arises. On shifting of city depot to Hazira area, the concerned workman themselves abandoned the service of their own volition. On these grounds, prayer is that the 2nd party workman are not entitled to any relief and the reference is fit to be rejected.

4. As per rival contention in the pleadings of the parties, the following issues are taken for discussion and determination :

#### ISSUES

- (i) Is the reference maintainable?
- (ii) Has the workman involved (2nd party) got valid cause of action?
- (iii) Whether the 2nd party workman has put in continuous service and completed 240 days works in calendar years from his engagement and whether he completed 240 days in the calendar year preceding his discontinuation/termination?
- (iv) Whether the action of the management of Bharat Petroleum Corp. Ltd, Hazira, Surat through its officer in discontinuing/terminating the services of the workman Shri Maheshbhai Kantibhai Patel w.e.f. 10.11.2000 is legal, proper and justified?
- (v) Whether the 2nd party workman is entitled to reinstatement with back wages? If so, from which date and is not, what alternative relief, if any, he is entitled? What directions are necessary in the matter?

#### FINDINGS

5. ISSUE NO. (iii):- The 2nd party through the list Ext. 9, 29 and 33 submitted several documents. Ext. 9/1 is copy of petition filed on 03.07.2000 in S.C.A. No. 9107/2000. Ext. 9/2 is copy of order of Gujarat High Court dated 07.03.2000 by which the S.C.A was withdrawn since the appropriate Government referred the dispute for adjudication to the Industrial Tribunal. Ext. 9/3 is complaint to A.L.C (Central) Baroda and Dy. A.L.C. (Central) Baroda

filed on 13.08.2000. Ext.9/4 is original E.S.I. card of 2nd party dated 04.06.1995. Ext.33/1 is original I. Card of 2nd party. Ext.29/1, 29/2 and 29/3 are letter of Dy. Commissioner of labour and ALC Baroda in respect to complain of complainant. Ext. 29/4 is original cover in which the Govt. Officer sent letter. Ext. 29/5 is statement recorded by the Factory Inspector (original) dated 31.08.2000. As per I. Card, the 2nd party was casual workman and watchman both. E.S.I. card date entry corroborate date of joining by the 2nd party on 04.06.1995. From the statement recorded by the Factory Inspectors on 31.08.2000, it go to show the names of concerned casual workers working in the city depot, Surat regularly with number of years. The 2nd party workman is at serial No. 1 showing working as helper for the last 6 years. This statement prepared by the Factories Inspectors contain signatures of casual worker including the 2nd party workman, also contain signature of M. Murgan, Depot manager and the signature of the Factory Inspector. This statement was recorded on the basis of complaint made by Rajubhai Bhikhabhai Patel (2nd party workman of reference C.G.I.T.A. 1377/2004) and the Factory Inspectors by letter dated 30.09.2000 informed to him (Rajubhai Bhikhabhai Patel) that steps have been taken for issue of I card and E.S.I. Card. Ext.29/1, 29/2 and 29/3 are copies of correspondence of A.L.C, Surat on complain of Rajubhai Bhikhabhai and others. The 2nd party Maheshbhai Kantibhai Patel in his affidavit in lieu of examination in chief Ext.23 and Ext.28 stated that he was in employment of the 1st party from 1995 and was involved in work on day to day basis. He was given weekly holiday. He further states that out of 365 days he had to work for majority days which crosses the qualified period of 240 days. His last drawn salary per day was Rs. 178/- This has also been corroborated by the statement recorded by the Factory Inspectors that he and other co-workers are continuously working as daily rated worker without break, similar type of the reference cases – Reference (CGITA No. 1370 to 1377/04 and 1396/04 were consolidated for the purpose of cross examination of the 2nd party workman and one workman Mr. Sanjay Limba Sonwane was cross examined by the lawyer of the 1st party that covers the claim of all the affected workman of reference cases. The 2nd party Maheshbhai Kantibhai Patel in his evidence Ext.23 supported the claim statement and in his evidence (Ext.28) on point of unemployment has proved that since after termination/discontinuation from work at the hands of officials of the 1st party organisation he remained unemployed and having burden of maintaining his family with immense financial crisis. Nothing could have been gained by the 1st party to discredit the testimony of the workman (2nd party).

6. The oral evidence of the 1st party are of two witnesses (1) Naresh Juneja (Ext.38) and Vinod Panchal (Ext. 26) and their cross examination by the lawyer of the 2nd party and the document of muster roll produced at



list ext. 28 marked Ext.28/1 to 28/4 in the case of another workman Anand Sonwane which is consolidated by way of list of documents and the C.S.O. Produced by the 1st party as stated in cross examination of witness. From the perusal of the evidence of the 1st party's witnesses, it is obvious that the witnesses do not support the written statement in toto and the 1st party by virtue of the statement of witnesses could not discard the evidence of the 2nd party that he and other co-workers have not completed 240 days work in any Calendar year. More so, all the muster roll of relevant years have not been produced. The evidence of witness Mr. Naresh Juneja (Ext.38) is quite contradictory that as per advance notice dated 13.06.2000, Surat City depot, Sahara Darwaja depot (City) was to shift from Surat City w.e.f. 01.07.2000 and the workman did not report for duty to new shifting place of depot at Hazira Industrial area and they abandoned their works and that the 1st party management had not discontinued them. The closure notice has not been produced as documentary evidence. The statement of workman recorded by the Factories Inspector on 31.08.2000 at Sahara Darwaja Depot speaks a volume against the pleading and evidence of the 1st party and that go to prove that on 31.08.2000, the city depot at Sahara Darwaja, Surat city had not been shifted fully as per closure notice from 01.07.2000 and the concerned workman including the 2nd party were found working at city depot and on the steps taken by the Factories Inspectors, identity cards, E.S.I. Cards were issued to the concerned workman. So, it is proved that the 2nd party workman completed 240 days works in calendar year and also in the calendar year preceding his termination/ discontinuation.

7. Thus on consideration of the evidence and materials on the record, I find and hold that the 2nd party workman was continuously working as casual Helper and has completed 240 days works in calendar years and also completed 240 days work in the calendar year preceding his oral discontinuation/termination by the management of the 1st party. This issue is accordingly answered in the affirmative.

8. ISSUE NO.(iv) :- As per findings to issue No.(iii) in the foregoing paras, it is held further that Shri Maheshbhai Kantibhai Patel (2nd party workman) has put in continuous service as casual helper in the Bharat Petroleum Corp. Ltd. as per provisions of Section 25-B of the I.D Act and so, the management of Bharat Petroleum Corp. Ltd. without complying with the mandatory provisions of section 25F of the I.D. Act viz not issuing retrenchment notice, not giving one month pay in lieu of notice, not paying retrenchment compensation to Maheshbhai Kantibhai Patel have illegally terminated him from works and so, the action of the management of Bharat Petroleum Corp. Ltd. Hazira, Surat through its officers in discounting/terminating the services of the workman Shri Maheshbhai Kantibhai

Patel w.e.f. 10.11.2000 is illegal, improper and unjustified. This issue is answered against the 1st party.

9. ISSUE NO. (i) & (ii) :- In view of the findings to issue No.(iii) & (iv) in the foregoing, I find and hold that the reference is maintainable and the 2nd party workman Shri Maheshbhai Kantibhai Patel has got valid cause of action.

10. ISSUE NO. (v):- In the past due to violation of the mandatory provision of Section 25F of the I.D. Act by the employer, usually the casual workman who completed 240 days works in calendar year were granted relief for the reinstatement to work with back wages to any percentage according to the merit of each case, but in the recent years there have been change in the view of the Hon'ble Apex Court that since casual workers even completing 240 days work do not hold a post as that of regular employee. So as a matter of right casual labourer cannot claim reinstatement, rather a reasonable compensation should be awarded to them. In the case of senior superintendent Telegraph (Traffic) Bhopal Vs. Santosh Kumar Seal and others reported in 2010 III CLR 17= 2010 (b) SCC 773, it has been held by their Lordship of the Hon'ble Supreme Court (D.B) —" grant of reasonable compensation to the workman instead of reinstatement and back wages in case of termination of service is found illegal will sub serve the ends of justice." But in the instant case the 2nd party workman Shri Maheshbhai Kantibhai Patel was working since 04.06.1995 continuously and uninterruptedly as casual Helper and thus completed more than 240 days work every year before his termination/discontinuation w.e.f. 10.11.2000 which has been held to be illegal and unjustified action on part of the 1st party employer. So, his claim for reinstatement as Casual Helper in the 1st party organisation is also found to be justified due to continuous and uninterrupted service in the organisation of the 1st party, though he did not hold a post as that of regular employee. In the alternative option the 2nd party workman is also entitled for reasonable amount of compensation from the 1st party.

11. Considering the long tenure of service in continuity from 04.06.1995 to 10.11.2000 for about six years, the workman Shri Maheshbhai Kantibhai Patel is directed to be reinstated as Casual Helper in the organisation of the 1st party with continuity of service and with 30% of back wages. If the 2nd party workman choose to exercise the alternative option of getting compensation from the 1st party, then a lumpsum compensation of Rupees One Lakh Only (Rs. 1,00,000/-) is directed to be paid to him by the 1st party. So, this issue is decided accordingly.

The reference is allowed. However no order of cost.

The 1st party is directed to reinstate the 2nd party workman Shri Maheshbhai Kantibhai Patel within one month of receipt of copy of award, failing which the back wages will carry interest 9% P.A. and if the 2nd party

workman choose to exercise alternative option of getting compensation, then the 1st party will pay the compensation of Rs. One lakh Only to him within one month of receipt of copy of award, failing which the amount of compensation will carry interest @ 9% per annum.

Let two copies of the award be sent to the appropriate Government for publication u/s 17(1) of the I.D. Act.

BINAY KUMAR SINHA, Presiding Officer

नई दिल्ली, 25 जून, 2014

**का.आ. 1863.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार एयरपोर्ट अथॉरिटी ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-1, दिल्ली के पंचाट (संदर्भ संख्या 48/2012) को प्रकाशित करती है जो केन्द्रीय सरकार को 17/6/2014 को प्राप्त हुआ था।

[ सं. एल-11011/3/2011-आईआर (एम) ]

जोहन तोपनो, अवर सचिव

New Delhi, the 25th June, 2014

**S.O. 1863.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 48/2012) of the Central Government Industrial Tribunal/Labour Court-1, Delhi now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Airport Authority of India and their workman, which was received by the Central Government on 17/6/2014.

[No. L-11011/3/2011-IR(M)]

JOHAN TOPNO, Under Secy.

#### ANNEXURE

**BEFORE DR. R. K. YADAV, PRESIDING OFFICER,  
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL  
NO. 1, KARKARDOOMA COURTS COMPLEX,  
DELHI.**

#### I.D. No. 48/2012

The General Secretary,  
Airports Authority Employees Union,  
T-3/2, 3, 4, INA Colony,  
New Delhi - 110023

.....Workman

#### Versus

The Chairman,  
Airports Authority of India,  
Rajiv Gandhi Bhawan,  
Safdarjung Airport,  
New Delhi - 110003

.....Management

#### AWARD

Airport Authority of India (in short the Authority) signed an agreement with joint venture companies, namely, Delhi International Airport (P) Ltd., (in short DIAL) and Mumbai International Airport (P) Ltd., (in short MIAL) on 4.4.2006, when it decided to lease out some office premises of Indira Gandhi International Airport and Chhatrapati Shivaji International Airport for a period of 30 years at an annual lease of Rs.100.00 per year. As a result of this agreement, 2550 acres of land at Delhi Airport and 1875 acres of land at Mumbai Airport were handed over for designing, development, construction, functioning, operating and maintaining the two airports. As a result of signing of this agreement, the Airport Authority Employees Union (in short the union) belaboured under a belief that existing terms and conditions of employment of the employees of the Authority were changed. The union took up the matter with the Authority, but to no avail. Constrained by these circumstances, the union raised a dispute before the Conciliation Officer. Since dispute raised by the union was contested by the Authority, conciliation proceedings ended into a failure. On consideration of failure report, submitted by the Conciliation Officer, the appropriate Government referred the dispute to this Tribunal for adjudication, vide order No.L-11011/3/2011-IR(M), New Delhi dated 27.02.2012, with following terms:

- (i) Whether the demand of the Airports Authority Employees Union challenging action of the management of Airport Authority of India, after signing OMDA, in changing the existing terms and conditions of employment of the employees of Airports Authority of India, being violative of Section 9-A of the Industrial Disputes Act, 1947, is legal and justified?
- (ii) Whether the demand of Airport Authority Employees Union for implementing the 'on the job training'(OJT) as per Airports Authority of India circular No.Pers.II/1004/DIAL/2009/1757 dated 30.09.2009 by the management of Airports Authority of India based on manpower committee's report dated 24.08.2009 is legal and justified?
- (iii) Whether the demand of Airport Authority Employees Union for retaining the transferred employees at New Delhi/Mumbai by the management of Airports Authority of India, is legal and justified?"

2. Claim statement was filed by the union pleading that the Authority signed an agreement with two joint venture companies, namely, DIAL and MIAL and handed over 2550 acres of land at Delhi and 1875 acres of land at Mumbai for designing, developing, constructing, functioning, operating and maintaining the two airports. However, the union was not a party to the said agreement nor have

signed and/or agreed to any stipulation concerning the employees. A similar agreement nicknamed MIHAN was also entered into by the Authority in respect of Nagpur airport in 2008. Since the Authority entered into Operations, Management and Development Agreement (in short the OMDA) without knowledge, consent or willingness of the workmen, hence the same is not binding on them. Furthermore, OMDA cannot supersede statutory provisions contained in the Airports Authority of India Act, 1994, as amended from time to time. OMDA requires the Authority to provide operation support to the joint venture companies for a period of three years, during which period the workmen actually work under control and supervision of joint venture companies. 60% of the workmen are required to join the joint venture companies. However, workmen can decline to join the joint venture companies after the end of the three year period, which situation would make them surplus and liable to be retrenched. The workmen would not only lose status of public servant bestowed on them under section 32 of the Airport Authority Act and protection of Article 226 of the Constitution of India, but certain workmen, who belong to SC, ST and OBC, will lose additional benefit of reservation policy. The fact that only 60% of workmen will be absorbed by joint venture companies is also discriminatory in nature and violates fundamental right of equal treatment, available to the workmen. Thus, it is clear that the OMDA will have clear direct negative and adverse effect on service conditions of the workmen. The Authority, being a public sector undertaking, was supposed to function as a model employer and required to hold discussions/negotiations with the union before signing the OMDA.

3. As regards dispute No.(ii) and (iii), the same are interconnected. Around 1200 members at Delhi and Mumbai declined to join DIAL and MIAL. These workmen were threatened to accept transfers to non-Metro stations arbitrarily. They were subject to additional pressure by not releasing their salary/wages for months and threats of disciplinary action. The union pleads that the Authority be directed to restore and maintain status quo ante in respect of terms, conditions and status of the workmen as public servants.

4. Demurral was made by the Authority pleading that this Tribunal has no jurisdiction to adjudicate the issue as proceedings relating to the issue are pending adjudication before the High Court of Delhi in writ petition No.WP(C) No.8008 of 2008 filed by the union, hence the dispute has become infructuous and ineffective. The decision was taken by the Ministry of Civil Aviation, Government of India, New Delhi, hence the grievance does not relate to the Authority. The present case is a gross abuse of law and based on false, frivolous, incorrect, confusing and misleading facts and the union is guilty of suppressio veri and suggestio falsi. The case is based on conjunctures and surmises, hence totally baseless,

concocted and without any substance. It has been filed with the sole intention to extract undue monetary gain in an unlawful manner. The claim may be dismissed, being devoid of merits, pleads the Authority.

5. Shri Arun Kumar Sharma entered the witness box to substantiate the claim raised by the union. To rebut facts Shri V.B. Sharma gave evidence on behalf of the Authority. No other witness was examined by either of the parties.

6. Arguments were heard at the bar. Shri Inderjit Singh, authorized representative, advanced arguments on behalf of the union. Shri Sunil Dutt, authorized representative, raised submissions on behalf of the Authority. I have given my careful considerations to the arguments advanced at the bar and cautiously perused the records. My findings on issues involved in the controversy are as follows:

7. In his affidavit Ex.WW1/A, tendered as evidence, Shri Arun Kumar swears that by signing the OMDA, the Authority has violated provisions of Section 9-A of the Industrial Disputes Act, 1947. He declares that while being employees of the Authority, workmen of Group B, C and D categories have status of public servants and protection granted by the Constitution of India. The said status and protection has been taken away when employees were compelled to work with other employers, viz. joint venture companies. The issues, raised before the High Court of Delhi through writ petition No.WP(C) 8008 of 2008, are different than those referred in the present dispute, hence this Tribunal is competent to adjudicate the issues. The Authority had not challenged the reference order, hence cannot question validity of it.

8. Shri V.B. Sharma declares in his affidavit Ex.MW1/A that the dispute, referred for adjudication to this Tribunal, has become infructuous and ineffective. The agreement has been implemented. The dispute raised before this Tribunal is the same, which was raised before the High Court of Delhi by way of writ petition, claims Shri Sharma.

9. The Authority claims that the issues, raised before this Tribunal, are those very issues which have been raised before the High Court of Delhi by way of Writ Petition No.8008 of 2008. It has been agitated that the dispute, referred for adjudication to this Tribunal, has become infructuous and ineffective. Contra to it, the union presents that the issues raised before the High Court are distinct and different. Except the rival submissions, parties opted not to file copy of writ petition, which pends adjudication before High Court of Delhi. Without availability of exact case, filed by way of writ petition, the Tribunal will proceed to adjudicate as to whether the dispute has become infructuous.

10. This Tribunal has jurisdiction to adjudicate upon the industrial dispute relating to any matter specified in the Second and Third Schedule appended to the Industrial Disputes Act, 1947 (in short the Act), besides performing

“such other functions as may be assigned to it under the Act”. It would be considered as to whether a Civil Court is competent to adjudicate an industrial dispute, relating to rights and liabilities created under the Act. Such proposition was raised before the Apex Court in *Premier Automobiles Ltd.* [1975 (II) LLJ. 445], wherein following principles were enunciated:

“(I) If the dispute is not an industrial dispute, nor does it relate to enforcement of any other right under the Act the remedy lies only in the Civil Court.

(II) If the dispute is an industrial dispute arising out of a right or liability under general or common law and not under the Act, the jurisdiction of the Civil Court is alternative, leaving it to the election of the suiter concerned to choose his remedy for relief which is competent to be granted in a particular remedy.

(III) If the industrial dispute relates to the enforcement of a right or an obligation created under the Act, then the only remedy available to the suiter is to get an adjudication under the Act.

(IV) If the right which is sought to be enforced is a right created under the Act such as Chapter V-A then the remedy for enforcement is either Section 33-C or the raising of an industrial dispute, as the case may be.”

However, in relation to Principle No.2, the Court added that “there will hardly be a dispute which will be an “industrial dispute” within the meaning of Section 2(k) of the Act and yet will be arising out of a right or liability under the general or common law only and not under the Act”.

11. In *Rajasthan State Road Transport Corporation* (1995 Lab. I.C. 2241), the Apex Court analysed the earlier dicta and re-stated the law as follows:

“(1) Where the dispute arises from general law of contract, i.e., where reliefs are claimed on the basis of the general law of contract, a suit filed in civil court cannot be said to be not maintainable, even though such a dispute may also constitute an “industrial dispute” within the meaning of Section 2(k) or Section 2-A of the Industrial Disputes Act, 1947.

(2) Where, however, the dispute involves recognition, observance or enforcement of any of the rights or obligations created by the Industrial Disputes Act, the only remedy is to approach the forums created by the said Act.

(3) Similarly, where the dispute involves the recognition, observance or enforcement of rights and obligations created by enactments like Industrial Employment (Standing Orders) Act, 1946 which can

be called ‘sister enactments’ to Industrial Disputes Act- and which do not provide a forum for resolution of such disputes, the only remedy shall be to approach the forums created by the Industrial Disputes Act provided they constitute industrial disputes within the meaning of Section 2(k) and Section 2-A of Industrial Disputes Act or where such enactment says that such dispute shall be either treated as an industrial dispute or says that it shall be adjudicated by any of the forum created by the industrial Disputes Act. Otherwise, recourse to Civil Court is open.

(4) It is not correct to say that the remedies provided by the Industrial Disputes Act are not equally effective for the reason that access to the forum depends upon a reference being made by the appropriate government. The power to make a reference conferred upon the government is to be exercised to effectuate the object of the enactment and hence not unguided. The rule is to make a reference unless, of course, the dispute raised is a totally frivolous one ex-facie. The power conferred is the power to refer and not the power to decide, though it may be that the government is entitled to examine whether the dispute is ex facie frivolous, not meriting an adjudication.

(5) Consistent with the policy of law aforesaid, we commend to the Parliament and State Legislatures to make a provision enabling a workman to approach the Labour Court/Industrial Tribunal directly – i.e., without the requirement of a reference by the Government – in case of industrial disputes covered by Section 2-A of the Industrial Disputes Act. This would go a long way in removing the misgivings with respect to the effectiveness of the remedies provided by the Industrial Disputes Act.

(6) The certified Standing Orders framed under and in accordance with the Industrial Employment (Standing Orders) Act, 1946 are statutorily imposed conditions of service and are binding both upon the employers and employees, though they do not amount to “statutory provisions”. Any violation of these Standing Orders entitles an employee to appropriate relief either before the forums created by the Industrial Disputes Act or the Civil Court where recourse to Civil Court is open according to the principles indicated herein.

(7) The policy of law emerging from Industrial Disputes Act and its sister enactments is to provide an alternative dispute resolution mechanism to the workmen, a mechanism which is speedy, inexpensive, informal and un-encumbered by the plethora of procedural laws and appeals and revisions applicable to civil courts. Indeed, the powers of the Courts and



Tribunals under the Industrial Disputes Act are far more extensive in the sense that they can grant such relief as they think appropriate in the circumstances for putting an end to an industrial dispute”.

Same view was taken by the Apex Court in Steel Authority of India [2001 (7) SCC 1].

12. Facts detailed in preceding sections make out that the rights which the union claim in favour of the employees and obligations which are imposed on the Authority in respect of count No.1 of the dispute, referred for adjudication to the Tribunal, arise out of rights and obligations created by the Act. In respect to count No.2 and 3 of the dispute the union declared that these disputes have become infructuous and obsolete, hence require no adjudication. The Authority noded in approval to the submission, so made by the union. As emerge out of facts, relating to count No.1 of the dispute, an industrial dispute within the meaning of Section 2(k) was referred for adjudication by the appropriate Government to this Tribunal, invoking its powers under clause (d) of sub-Section (1) of section 10 of the Act. A Civil Court is not competent to adjudicate an industrial dispute. Hence, principle (2) referred in para 10 and principle (1), referred in para 11, do not come into play. Therefore, factum of filing a writ petition and its pendency before the High Court would not restrain the union in any manner, from agitating its claim against the Authority before this Tribunal.

13. The Authority has been constituted by the Central Government under the provisions of Section 3 of the Airport Authority of India Act, 1994. It is a body corporate having perpetual succession and a common seal, with powers to acquire, hold and dispose of property both movable and immovable, and to contract and shall sue and be sued in its name. The Authority shall exercise functions such as to manage airports, civil enclaves and the aeronautical communication stations effectively. It shall also be functions of the Authority to provide air traffic services and air transport services at any airport and civil enclaves. It may plan, develop, construct and maintain runways, taxiways, aprons and terminals and ancillary buildings at the airports and civil enclaves, besides establishing airports or assist in the establishment of private airports by rendering such technical, financial or other assistance which the Central Government may consider necessary for such purpose, enacts Section 12 of the said Act. Thus, it is emerging that main functions of the Authority is to manage airports, civil enclaves and aeronautical communication stations.

14. In public interest or in the interest of better management of airports, the Authority may lease out premises of an airport (including buildings and structures thereon and appertaining thereto) to carry out some of its functions, stipulates Section 12A of the aforesaid Act. The said lease shall be made with previous approval of

the Central Government. Bare reading of the aforesaid provisions would make it apparent record that the Authority is competent to lease out premises of an airport to carry out its functions of managing the airports. While exercising its above functions, the Authority signed operations, management and development agreement with joint venture companies, giving right to them to design, operate, manage, upgrade, modernize and develop airports, referred above. The agreement entered into between the Authority and the joint venture companies was within its competence and entered into by the Authority with previous approval of the Central Government. Thus, it crystal clear that the agreement, effected between the Authority and the joint venture companies, is within the ambit of functions available to the Authority, under the aforesaid Act.

15. OMDA entered into between the Authority and the joint venture companies have been scanned with a view to appreciate the controversy between the parties. Relevant portion of the agreement has been extracted thus:

#### “6.1 Operation Support

6.1.1 For a period of 3 (three) years from the Effective Date (herein referred to as the “Operation Support Period”), AAI shall provide operational support to the JVC through the General Employees in the manner and subject to the terms provided herein (such support is hereinafter referred to as “Operation Support”). The estimated annual Operation Support Cost is Rs.96 Crores (Rupees Ninety Six Crores), as per the break-up in Schedule 23.

6.1.2 (i) General Employees shall be retained at the Airport for the duration of the Operation Support Period by the AAI and shall be dealt with in the manner provided herein. In order to provide Operation Support, AAI shall procure that the General Employees perform such functions and undertake such duties, and in such capacities, as may be required by JVC, subject to compliance with Applicable Law and the existing terms of employment of such employees. For the limited purposes of provision of Operation Support, the AAI shall act for and on behalf of the JVC and shall direct the General Employees to undertake such functions and duties as may be reasonably directed by JVC.

(ii) JVC may require AAI to take disciplinary action against/remove from the Airport (or cause to be removed) any General Employee who:

- (a) persistently fails to perform or undertake his duties and function in accordance with instructions;
- (b) persists in any misconduct or lack of care or carries out duties incompetently or negligently; or



- (c) persists in any conduct which affects, or which may reasonably be expected to affect, JVC's compliance with its obligations under this Agreement (including, by way of example only, its obligations to operate the Airport so as to achieve the standards set out in this Agreement). provided, in each case, the person's acts or omissions would justify disciplinary action under the terms of his employment with AAI. Upon receipt of such complaint, AAI shall initiate proceedings against such General Employee in accordance with its rules and regulations.

6.1.3 During the Operation Support Period or until the relevant General Employees have joined the JVC, the JVC shall pay to the AAI, monthly Operation Support Cost in relation to such General Employees (excluding (i) those General Employees who have joined the JVC; and (ii) those who are no longer working at the Airport). The JVC shall from time to time cause the Escrow Bank to make payment of the monthly Operation Support Cost to AAI in advance on or prior to the 7th day of each month by cheque drawn in favour of AAI. Notwithstanding Delhi International Airport Pvt. Ltd. Operation, Management and Development Agreement anything contained herein, the JVC shall during the Operation Support Period be liable to pay the monthly Operation Support Cost to AAI in advance on or prior to the 7th day of each month. Upon JVC making such payment to the AAI, it shall not be held responsible for non-payment of emoluments by AAI to the relevant General Employees.

6.1.4 At any time during the Operation Support Period but not later than three (3) months prior to the expiry of the Operation Support Period, the JVC shall make offers (on terms that are no less attractive in terms of salary, position, etc., than the current employment terms of such employees) of employment to the General Employees that it wants to employ. Provided however that JVC shall be required to make offers to a minimum of 60.00 % of the General Employees (as reduced for retirements, transfers, death and any fractions to be rounded off to the nearest whole number). Any offers already made and accepted during the Operation Support Period will be counted for the purposes of such minimum number of offers. The General Employees shall have the option of accepting or declining the offers within one month. The General Employees accepting the employment offers of the JVC, upon resigning from AAI, shall cease to be AAI employees from the date of acceptance of the offer or completion of the Operation Support Period, as applicable. The JVC shall be the new employer for these employees

on terms and conditions mutually agreed between the JVC and such employees. Provided however that if less than 60.00 % of the General Employees (as reduced for retirements, transfers, resignations and death and any fractions to be rounded off to the nearest whole number) accept the offers of employment made by the JVC, then the JVC shall pay to AAI Retirement Compensation for such number of General Employees as represent the difference between 60.00 % of the General Employees (as reduced for retirements, transfers, death and any fractions to be rounded off to the nearest whole number) and the number of General Employees accepting offers of employment made by JVC, including cumulatively the offers made and accepted during the Operational Support Period.

6.1.5 While testing whether the terms and conditions offered to the General Employees under the terms of Article 6.1.4 hereof, are no less attractive in terms of salary, position, etc., than the current employment terms of such employees, a cost to company basis comparison would be undertaken.

6.1.6 At any time during the Operation Support Period, if a General Employee is transferred out of the Airport, then notwithstanding anything contained hereinabove, from the date of the transfer, the JVC shall not be liable for making payment of the monthly Operation Support Cost with respect to the said General Employee.

6.1.7 At the end of the Operation Support Period, the General Employees opting to continue employment with AAI or those not receiving offers from JVC, shall continue their employment with AAI and be deployed at establishments other than the Airport.

6.1.8 It is expressly agreed by the Parties that during the Operation Support Period AAI shall not be liable for any losses, costs, charges, expenses and damages caused to the JVC or any third Entity as a result of any acts, deeds or things done or omitted Delhi International Airport Pvt. Ltd. Operation, Management and Development Agreement to be done by any General Employee or as a result of failure or negligence on the part of any General Employee to perform any of its obligations, or committing breach of any of the terms and conditions of its employment contract or on the failure of the General Employee to perform any of its statutory duties or failure or negligence on the part of the General Employee to comply with any statutory provision. Provided however that nothing contained herein shall apply in the case of losses, costs, charges, expenses or damages caused as a result of

instruction or instigation by AAI to any General Employee.

## 6.2 Personnel

During the Transition Phase, JVC along with the Airport Operator shall put in place, in a phased manner increasing numbers of senior management (employees above the level of Deputy General Managers or equivalent of AAI on the date hereof) to manage the Airport in conjunction with existing AAI senior management (employees above the level of Deputy General Managers or equivalent of AAI on the date hereof) at the Airport. During the Transition Phase, AAI senior management would continue to manage the Airport in conjunction with personnel of the JVC. JVC shall have the right to appoint its senior management at the Airport. Consequently upon such appointments by the JVC, AAI shall reduce (at no cost to JVC) the number of its senior management (employees above the level of Deputy General Managers or equivalent of AAI on the date hereof) located at the Airport, such that upon the expiry of the Transition Phase, no such AAI senior management (employees above the level of Deputy General Managers or equivalent of AAI on the date hereof) remain at the Airport. It is expressly understood by the Parties that salary, benefits, statutory payments, perks and contribution towards terminal benefits payable to the senior management of the AAI for the duration of their deployment at the Airport during the Transition Phase shall be paid by the JVC to the AAI.

Without prejudice to the generality of the foregoing, the JVC shall engage the experts listed in Schedule 15 hereof at the Airport for the duration mentioned therein.”

16. As noted above, employees of the Authority were having an option of accepting or declining the offer given by the joint venture companies within a period of one month. On their acceptance of offer of employment, given by the joint venture companies, they ceased to be employees of the Authority from the date of acceptance of the offer or on completion of operation and support period, as applicable. In case an employee opts to continue in the employment of the Authority or those not receiving any offer of employment from the joint venture companies, they will continue to be in the employment of the Authority and may be deployed at the establishments, other than the Airports. Thus, it is obvious that there was an option available to the employees and on exercise of that option, they become employees of the joint venture companies or remained in the employment of the Authority, as the case may be.

17. Whether provisions of section 9A of the Act become applicable to the present controversy ? For an answer, it would be expedient to note provisions contained in the said section. For sake of convenience, provisions of section 9A of the Act are extracted thus:

“9A. Notice of change.- No employer, who proposes to effect any change in the conditions of service applicable to any workman in respect of any matter specified in the Fourth Schedule, shall effect such change,—

(a) without giving to the workmen likely to be affected by such change a notice in the prescribed manner of the nature of the change proposed to be effected; or

(b) within twenty-one days of giving such notice:

Provided that no notice shall be required for effecting any such change—

(a) where the change is effected in pursuance of any\*[settlement or award]; or

(b) where the workmen likely to be affected by the change are persons to whom the Fundamental and Supplementary Rules, Civil Services (Classification, Control and Appeal) Rules, Civil Services (Temporary Service) Rules, Revised Leave Rules, Civil Service Regulations, Civilians in Defence Services (Classification, Control and Appeal) Rules or the Indian Railway Establishment Code or any other rules or regulations that may be notified in this behalf by the appropriate Government in the Official Gazette, apply.”

18. The object of section 9A of the Act is to prevent unilateral action on the part of an employer changing conditions of service to the prejudice of the workmen, without giving an opportunity to the workmen to consider the effect of the proposed change and, if necessary, to present their point of view on the proposal and such consultation further serves to stimulate a feeling of common joint interest of the management and workmen in the industrial progress and increase productivity. Any change, made in conditions of service applicable to any workman in respect of any matters specified in Fourth Schedule, appended to the Act, without complying with the requirements of the section shall be a nullity and void ab initio. As soon as an employer proposes a change in conditions of service applicable to any workman, provisions of section 9A of the Act are attracted and the employer has to give notice under the said section to the workman. The Legislature has contemplated three stages in making provision for the notice of change under section 9A of the Act. The first stage is the proposal by the employer to effect change, second stage is the time when he gives notice and the third when he effects change on

expiry of 21 days from the date of notice. Conditions of service do not stand changed either when the proposal is made or notice is given but they are effected only when change is actually made, i.e. when new conditions of service are actually introduced. Law to this effect was laid by the Apex Court in *Northbrook Jute Co. Ltd.* [1960 (I) LLJ 580]. Also see *Tata Iron & Steel Co. Ltd.* [1972 (II) LLJ 259].

19. For attracting provisions of section 9A of the Act, firstly there should be a change in the conditions of service and secondly such change should be related only to conditions of service enumerated in the Fourth Schedule appended to the Act. For instance, where service conditions have been changed at the own request of the employees, provisions of section 9A of the Act would not come into play. In *Coal India Ltd.* [1993 (1) LLJ 646], the employer was having a number of establishments. In some of the establishments, five day week was observed while in other establishments, employees work for six days a week. Some of the workmen protested at the establishments observing five days and requested the management to post them at establishments observing six days week. After having been so posted, they claimed that the management had violated section 9A of the Act by effecting a change in their service conditions, without the notice as required under section 9A of the Act. High Court of Calcutta held that there was no breach of section 9A of the Act, firstly because workmen had not denied averment of the management that security personnel are required to work for six days in a week for eight hours daily and secondly the workmen were transferred to those establishments at their own request.

20. In *Ordnance Parachute Factory, Kanpur* (1987 Lab. IC 365), workmen working as tailor in the Ordnance Factory agreed to work as labour B in apprehension of their retrenchment. When a dispute was raised claiming to be change in service conditions, in violation of provisions of section 9A of the Act, the Allahabad High Court held that though the workmen continued to be in the employment of the same employer, but the employment was not the same. It was ruled that for absorption of the workmen as labour B, no notice as contemplated under section 9A of the Act was required. Court emphasized that furthermore change was brought about at the volition of the workmen, it was not necessary to give notice.

21. Opening words of Section 9A of the Act indicate that requirement of notice would apply if an employer proposes to effect changes in conditions of service and not to a case where certain conditions of service become applicable to the employees by operation of law. In other words, change contemplated by section 9A of the Act is one which employer has violation to make or not to make. Where an employer is compelled to give effect to any

statutory rules or order which brings about change in terms of employment, such change would not fall within the ambit of section 9A of the Act.

22. Provisions of section 9A of the Act comes into play when change in conditions of service applicable to any workman, in respect of any matter specified in the Fourth Schedule appended to the Act, is effected. Provisions of section 9A of the Act would not be attracted when service itself is changed instead of there being a change proposed or brought about in the conditions of service to which the workman belongs. So long as workmen are in service, there may be no change in the conditions thereof in respect of any matter specified in the Fourth Schedule, appended to the Act, without the requisite formalities, including notice to the workmen being gone into to. But where there is a cessation of service itself and the workman are absorbed differently, it does not appear that the said situation would also be covered by section 9A of the Act.

23. As noted above, employees of Group B, C and D were given option to accept or not to accept offer of employment given by the joint venture companies. One months' time was given to them to take a decision to accept or not to accept offer of employment, so given by the joint venture companies. Employee, who opted to decline the offer, was to remain in the employment of the Authority. Employees to whom offer was not given by the joint venture companies also remained in the employment of the Authority. These two categories of employees were to be deployed at establishments other than the airports. Thus, it is evident that on acceptance of offer, employees opted to join services of the joint venture companies of their own. Hence, it were the employees who were instrumental in giving effect of change in conditions of service and the Authority had not effected any change from its side. When offer was accepted by 60% of the employees, it was case of cessation of service of the Authority and the workmen were absorbed in service of the joint venture companies.

24. From facts detailed above, it is evident that it was not a case which was covered under section 9A of the Act. At the cost of repetition, it is said that the change in service conditions was brought about with the violation of the workmen and provisions of section 9A of the Act had not come into operation. These facts make it apparent that the dispute raised nowhere answers parameters of section 9A of the Act. Disputes, referred at count No.2 & 3 of the Schedule, were not agitated by the union for articulation. Obviously, it was so done since the same became obsolete. For reasons detailed above claim statement put forward is brushed aside. An award is passed in favour of the Authority and against the union. It be sent to the appropriate Government for publication.

Dated : 04.06.2014

Dr. R. K. YADAV, Presiding Officer

नई दिल्ली, 25 जून, 2014

**का.आ. 1864.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार देना बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, अहमदाबाद के पंचाट (113/2006) प्रकाशित करती है जो केन्द्रीय सरकार को 25/06/2014 को प्राप्त हुआ था।

[सं. एल.-12012/148/2005-आई आर (बी.-II)]

रवि कुमार, अनुभाग अधिकारी

New Delhi, the 25th June, 2014

**S.O. 1864.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 113/2006) of the Cent. Govt. Indus. Tribunal-cum-Labour Court, Ahmedabad as shown in the Annexure, in the industrial dispute between the management of Dena Bank and their workmen, received by the Central Government on 25/6/2014.

[No. L-12012/148/2005-IR (B-II)]

RAVI KUMAR, Section Officer

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AHMEDABAD

#### Present :

Binay Kumar Sinha,  
Presiding Officer, CGIT-cum-Labour Court,  
Ahmedabad, Dated 22nd April, 2014

#### Reference (CGITA) No. 113/2006

Reference adjudication order No. L-12012/  
148/2005-IR (B-II)

The Chairman-cum-Managing Director,  
Dena Bank,  
8th Floor, Maker Towers,  
'E' wing, Cuffe Parade,  
Mumbai-400005

. . . First Party

#### And

Their Workman  
Shri Jayantilal Hiralal Solanki,  
Block-26B, Gajanan House-3  
Shahibaug, Girdharnagar,  
Ahmedabad (Gujarat)

. . . Second Party

For the First Party : Shri P.F. Zaveri, Advocate

For the second Party : Shri Amrish Patel, Advocate  
Shri Kalpesh Venkaiya,  
Advocate

#### AWARD

The Government of India/Ministry of Labour, New Delhi vide its order No. L-12012/148/2005-IR (B-II) dated 17-04-2006 referred the dispute for adjudication by this tribunal (CGIT-cum-Labour Court, Ahmedabad) in respect of the matters specified in the Schedule :

#### SCHEDULE

“Whether the action of the management of Dena Bank in terminating the services of Sh.Solanki Jayantibhai Hiralal from the post of clerk-cum-cashier from its Talod Branch, is legal and justified ? If not, what relief workman is entitled to and to what extent ?”

2. The case of the workman (S.P) as per statement of claim (Ext.4) is that he was working with the 1<sup>st</sup> party Bank since more than 15 years in the clerical category. He was serving as receiving cashier at Talod Branch since 1991. He was served with the chargesheet dated 12.12.1994 with allegation that while working as receiving cashier at Talod branch on 06.09.1994 at around 1:30 p.m. you had left the branch while taking away the cash of bank amounting Rs. 9250/- unauthorisedly from your custody without handing out the cash received from customer to Head Cashier and leaving the branch unauthorisedly and that your said act constituted an act of gross misconduct in terms of clause 19.5 (d) and 19.5 (j) of bipartite settlement. In reply to the chargesheet he narrated that his sister Gitaben is suffering from hysteria and because of her illness she died on 19.09.1998 making out defence case that on 06.09.1994 at about 1:00 p.m. he received a message that her sister has a massive hysteria attack and he should immediately contact at Home at Ahmedabad. Then he went to nearest C.T.O. office for making phone call at Ahmedabad away from the bank premises. Since he was disturbed he had forgotten to give information to Bank high officers. Further case is that the all money of bank were in the drawer of his cabin, there was also no lock in the cabin and the drawer was also not lockable. In this regard earlier complaint to the manager and high officers had been made but no action taken for proper locking. So he was not aware who had taken the Bank money and other papers. He was arrested in the morning of 07.09.1994 by the police in connection with police case lodged by the Bank official against him. He had not misappropriated the amount of Rs.9250 and without prejudice to his right and contention he is ready to deposit the amount which was refused by the Bank to accept by the Bank officers. Further case is that the departmental inquiry against him was not conducted fairly and the principles of natural justice was not followed, he was not given opportunity to defend himself properly, he was not allowed to examine defence witness, the E.O. was biased. Further case is that he was suspended on 07.09.1994 by issuing suspension order and on the same day police complaint



(F.I.R.) was lodged at Talod Police station. During pendency of criminal case the bank had not conducted inquiry. On 24.09.1998 he (workman) was acquitted in criminal trial by J. M. 1<sup>st</sup> class. Then he (workman) requested the Bank on 17.11.1998 for withdrawing the suspension order and on 23.12.1998 his suspension order was revoked. Then on 21.01.1999 departmental inquiry started explanation to chargesheet was asked and he submitted written explanation on 04.02.1999, Shri N.C Brahmhatt was appointed E.O. on 18.05.1999 and he raised objection as to appointment of Mr. Brahmhatt vide letter 17.08.1999. But even then inquiry proceeded and witnesses of management were examined and under protest he participated in the inquiry proceedings. Then on concluding enquiry the E.O. submitted inquiry report dated 12.02.2000 and on the basis of report of E.O. the Disciplinary authority passed order on 3<sup>rd</sup> April 2000 regarding terminating his services and his acquittal in criminal trial by J.M. 1<sup>st</sup> class for the offence u/s 406, 406, 408 and 420 I.P.C. was not considered by the D.A. while passing serve punishment order of termination causing his economic death. On these scores prayer is made to set aside the order of termination since the punishment order has been passed on perverted findings of the inquiry officer and so the termination is illegal and unjustified and for his reinstatement with back wages and with continuity of service and future benefits.

3. As against this the case of the 1<sup>st</sup> party Bank inter alia as per written statement (Ext.16) is that the reference is not maintainable and the same is barred by principles of delay and laches. The 1<sup>st</sup> party has stated that the departmental inquiry was conducted observing the principles of natural justice and opportunities were given to the delinquent to defend himself. It was submitted that the tribunal should decide the preliminary point as to legality and propriety of domestic inquiry. It is the case of the 1<sup>st</sup> party that the act of delinquent workman was a deliberate act of leaving the branch unauthorisedly during the business hours without the information/permission of his superior officer along with cash. The allegation at para 1 to 11 have been denied. It is the case of the 1<sup>st</sup> party that the S.P. (Workman) was working as receiving cashier at Talod Branch of Dena Bank and was issued charge sheet dated 12.12.1994 for leaving the branch at around 1:30 p.m. along with cash of Rs. 9250/- received by him from the customers and without handing over the cash to the Head Cashier to cause wilful damage to the property of the Dena Bank or any of its customers (2) Doing an act prejudicial to the interest of the bank or gross negligence or negligence or likely to involve the bank in serious loss. During inquiry, the S.P. was given ample opportunities to defend himself and he was assisted by defence representative of his choice. All the relevant documents on which the bank relied were furnished to the second party. Management witnesses were examined and

opportunity was given to cross examine them and opportunity was given for producing evidence in support of defence. The acquittal of the 2<sup>nd</sup> party in criminal trial does not negate the domestic inquiry proceeding and observation are also not applicable. The process of inquiry has been carried out in accordance with provisions of bipartite settlement and proper and legal punishment has been imposed upon the 2<sup>nd</sup> party which does not warrant interference. At para 20 alternative plea was taken that in case inquiry is vitiated on any grounds by this tribunal then the 1<sup>st</sup> party be given opportunity to conduct inquiry before the court for justifying its action so taken against the 2<sup>nd</sup> party. On these grounds prayer is made to dismiss the reference since the delinquent (S.P) is not entitled to any relief in this case.

4. It may be mentioned at the outset that the 2<sup>nd</sup> party in his S/c challenged the validity and propriety of domestic enquiry held against him and in this regard also filed a pursis (Ext.17) that domestic inquiry held against him is completely unjust, unfair, in violation of principles of natural justice and the 2<sup>nd</sup> party will rely upon the same at the time of argument on legality and validity of inquiry and so the 2<sup>nd</sup> party does not wish to lead oral evidence and so the 2<sup>nd</sup> party close its stage of oral evidence for the purpose of legality and the validity of the inquiry and reserve its liberty to rely upon the pleadings and documents. Then the 1<sup>st</sup> party filed a pursis (Ext.18) to the effect that the 2<sup>nd</sup> party has not challenged the legality of the enquiry and also not want to lead oral evidence on the issue of inquiry. Then on 27.03.2012 the 2<sup>nd</sup> party also filed a pursis (Ext.19) that the S.P. at present does not wish to challenge legality and validity of the inquiry, however, reserves its right to lead oral evidence as well as submission on findings of report. Then case was fixed for leading evidence by the 2<sup>nd</sup> party on point of non-employment and the S.P. filed affidavit (Ext.21) and he was cross examined by the lawyer of the 1<sup>st</sup> party on gainful employment/non employment after termination.

5. In view of the rival contention of the parties the following issues are taken for determination in this case:

#### ISSUES

- (i) Is the reference maintainable?
- (ii) Has the 2<sup>nd</sup> party (delinquent workman) valid cause of action?
- (iii) Whether the departmental enquiry held by the management of Bank against the delinquent workman Jayantilal Hiralal Solanki is valid proper observing the principles of natural justice?
- (iv) Whether the findings of the inquiry officer in its report dated 12.02.2000 is perverted?
- (v) Whether the punishment of termination awarded to the delinquent is shockingly disproportionate to the gravity of misconduct under the charges?



- (vi) Whether the action of the management of Dena Bank in terminating the services of Sh. Solanki Jayantibhai Hiralal from the post of clerk-cum-Cashier from its Talod branch is legal and justified?
- (vii) To what relief the workman (2<sup>nd</sup> party) entitled to and to what extent?

### FINDINGS

6. **ISSUE NO. (iii) & (iv):-** The 1<sup>st</sup> party bank submitted 18 documents as per list Ext.15 which are part and parcel of the departmental inquiry held against the 2<sup>nd</sup> party workman. Ext. 15/1 is original suspension order dated 07..09.1994 passed against the 2<sup>nd</sup> party Jayntibhai H. Solanki working as receiving Cashier at Talod branch on 06.09.1994. This is not disputed that this suspension order was issued by Regional office Dena Bank, Gandhinagar due to lodging of Police complaint against him at Talod Police Station in the evening of 06.09.1994 followed by arrest of Mr. Solanki on 07.09.1994 by Talod police. Ext. 15/3 is copy of chargesheet dated 12.12.1994 issued against M. J.H. Solanki (2<sup>nd</sup> party) cashier-cum-clerk (under suspension) Dena Bank Talod (S.K). Ext.15/2 is order dated 28.12.1998 as to revocation suspension order of Mr. J.H. Solanki (2<sup>nd</sup> party) by Asst. General manager & Disciplinary Authority Dena Bank in view of his representation dated 17.11.1998 and posting him (Mr. Solanki) at Khedbrhma branch with immediate effect mentioning that revocation of your suspension is without any prejudice to the Bank's right of initiating appropriate disciplinary action, including the departmental proceedings already initiated against you vide chargesheet dated 12.12.1994. Ext.15/4 is original copy of written explanation of J.H. Solanki, Cashier-cum-clerk, Khedbrahma branch, Dena Bank forwarded to Regional Manager, Gandhinagar Region, Dena Bank in connection with charge sheet dated 12.12.1994. He accepted vide para-1 of written explanation that about 1:00 p.m. the three customers deposited cash of Rs. 9250/- vide para-2 he stated that his sister had an attack of hysteria and he had to make contact at Ahmedabad house and he left the cabin for contacting on phone with relation. He also stated that his sister died on 17.09.1998 i.e. after four years of the incident of 06.09.1994 after 1:30 p.m. when he left his cash cabin at Talod branch and cash received from customer of customer were left in the drawer and that he had not taken the cash Rs. 9250/-. Ext.15/5 is copy of medical certificate dated 06.09.1999 granted to J.H. Solanki. Ext.15/6 is letter dated 30.07.1999 of presenting officer to Shri N.C. Brahmbhatt inquiry officer submitting with list 8 documents and list of three management witnesses. The documents are 1 & 2 cash scroll (Xerox dated 05.09.1994 and 06.09.1994) (3.) attendance register (Xerox) from dated 14.08.1994 to 20.08.1994. (4.) Xerox copy of vouchers of A/c no. S.B. 5778 dated 06.09.1994 & statement of the account. (5.) Loan /c of A.V. Makwana, Receipt dated 06.09.1994 & statement of the account (6.) Xerox copy of voucher of SB A/c No. 2045 dated 06.09.1994 & statement

of the account of the same, (7.) letter from J.H. Solanki dated 21.04.1994 for medical leave (8.) letter from J.H. Solanki dated 24.05.1994 for relief on deduction of Festival instalment. M Ext.1 to M Ext.13 are documents produced by the presenting officer and its copy received by the charge sheeted workmen with his defence representative. The zerox copy of voucher dated 06.09.1994 making good of shortage of Rs. 9250/- from receiving counter was made by Dena Bank from suspense payment to tally the receiving amount by receiving cashier on 06.09.1994 to the payment cashier for days transaction and its copy handed over to presenting officer and defence representative during inquiry proceeding. Ext. M 15/7 is original inquiry proceeding dated 30.07.1999, 17.-8.1999, 16.11.1999 and 24.11.1999. All these inquiry proceeding contains the signature of E.O., P.O. C.S.E. and D.R. at the end of each day's proceedings and its copy received by the defence representative for the charge sheeted employee J.H. Solanki. On the 1<sup>st</sup> date of inquiry sitting on 30.07.1999 the C.S.E. admitted to have received charge sheet dated 12.12.1994 and on explaining of charge sheet by E.O. he not accepted the charges and stated to defend in inquiry by Shri V.T. Kayastha, president of Dena Bank employees Union, Ahmedabad. The presenting officer brought the list of management witness and management Exhibits (MEX). Next date of sitting was fixed on 17.08.1999, original documents were inspected by C.S.E. and his D.R. and management Exhibits number were given MEX-1 to MEX-13. The D.R. submitted his letter dated 17.08.1999 addressing to E.O. taking objection regarding that this letter should have been addressed to the Disciplinary Authority who appointed the inquiry officer and the matter was referred to Disciplinary Authority for deciding suitably in the matter and inquiry sitting was adjourned to be fixed after necessary instruction. Then on 16.11.1999 inquiry sitting was held and M.W.1 Sharad A Parikh, then Head Cashier (Category E) at Talod branch, M.W.2 Shri R.J. Baria, then Paying cashier at Talod Branch, Then M.W. 3 Dilip K. Meharchandani, then officer at Talod working on loan/SDR etc were examined and cross examined by D.R. of C.S.E. and the proceeding were signed by E.O., P.O. C.S.E. and D.R. and the three witnesses M.W.1, M.W.2 and M.W.3. In the next sitting of inquiry on 24.11.1999 M.W. 4 Shri J.A. Parikh, then passing officer at Talod branch was examined and cross examined by D.R. of C.S.E. and the proceeding were signed by E.O., P.O., C.S.E., D.R. and M.W. 4. The presenting officer concluded presentation of case and then D.R. was asked to produce defence witness/defence exhibits to which D.R. stated to E.O. at present I have nothing to submit and no witness to be called and reserve right to submit any exhibits/reference along with written arguments and the inquiry proceeding was concluded. At Ext.15/8, the Defence representative submitted written argument to E.O. dated 17.08.1999. Ext. 15/9 is letter dated 29.10.1999 of E.O. to the delinquent workman Shri J.H. Solanki informing for next inquiry

sitting on 16.11.1999 at Regional office, Gandhinagar. Ext. 15/10 is forwarding of written argument by the presenting officer Shri U.B. Makwana to the E.O. Shri N.C. Brahmbhatt with forwarding letter dated 03.12.1999. Ext.15/11 is copy of written argument dated 11.12.1999 of Shri V.T. Kayastha (D.R) addressed to E.O. Shri N.C. Brahmbhatt. Ext. 15/12 is inquiry report dated 12.02.2000 submitted by the E.O. to the D.A. (Disciplinary Authority) regarding departmental inquiries conducted against Sh. J.H. Solanki, Cashier-cum-Clerk, Khedbrahma in connection with charge sheet dated 12.12.1994. Ext.15/13 is letter dated 14.02.2000 of Disciplinary Authority (Asst. General Manager) to Shri J.H. Solanki (delinquent workman) forwarding copy of inquiry report dated 12.02.2000 to him (2<sup>nd</sup> party) asking to submit comments. Ext.15/14 is written comments dated 24.02.2000 submitted by Shri J.H. Solanki to the D.A (Asst. General Manager) and its copy, General Secretary, Dena Bank Employees Union, Ashram Road, Ahmedabad. Ext.15/15 is 2<sup>nd</sup> show cause notice dated 09.03.2000 of Asst. General manager (disciplinary Authority) regarding proposed punishment of Termination of service with three months' pay & allowance in lieu of notice given to the delinquent Shri Jayantibhai H. Solanki. Ext.15/16 is written explanation of J.H. Solanki to the Disciplinary Authority dated 14.03.2000 regarding 2<sup>nd</sup> show cause notice with proposed punishment. Ext.15/7 proceeding of personal hearing dated 16.03.2000 given by the disciplinary Authority to C.S.E. & his Defence representative attached with original letter of Shri J.H. Solanki (C.S.E.) to D.A. that his D.R., V.T. Kayastha is not present today and so Shri Girish C. Parikh will be his Defence representative for personal hearing. Ext. M 15/18 is the punishment order dated 03.04.2000 imposed by the Disciplinary Authority upon the C.S.E. Shri Jayantibhai H. Solanki of termination of service with three months' pay and allowance in lieu of notice.

7. I have gone through the entire inquiry papers discussed above and I am of the considered view and therefore find and hold that the departmental inquiry against the 2<sup>nd</sup> party was conducted by the management of Dena Bank in respect of charge sheet dated 12.12.1994 is valid and proper manner observing the principles of natural justice and providing equal opportunity to the delinquent to defend himself. I have also gone through the enquiry report dated 12.02.2000 of the inquiry officer and I am of considered view that the finding in the report are based upon the materials and evidence oral and documentary produced and the inquiry officer has meticulously examined the material and has given findings. So, I further find and hold that the findings of the inquiry officer in his report dated 12.02.2000 is not perverted and thus there is no ground to vitiate the domestic inquiry held against the delinquent workman Shri Jayantibhai H. Solanki. So, issue No. (iii) is answered in affirmative and issue No. (iv) is answered in negative.

8. **ISSUE NO. (V) & (vi):-** As per charge sheet dated 12.12.1994 (ext.15/3 the delinquent while working as a receiving cashier at Talod branch of Dena Bank on 06.09.1994, leaving the branch without permission at around 1:30 p.m. by the delinquent is admitted fact. It is also proved that on that day before leaving the branch, he (delinquent) had received cash from three customers amounting to Rs. 9650/- and cash of Rs. 9250/- was found falling short on search of the drawer of cash cabin and only Rs. 400/- was found. So, there was shortage of cash of Rs. 9250/- that was made good by the Bank manager by passing suspense payment voucher for tallying the amount for depositing to the paying cashier. The language of charge is —"You have left the branch without handing over the cash received by you to the Head Cashier. So as per charge there was no misconduct as to act of misappropriation of the bank money of Rs. 9250/-. The inquiry officer in its report dated 12.02.2000 (Ext.15/12) has given findings..... it is also proved that he had left the branch unauthorisedly, without the permission/information of his superior, and without handing over the cash received by him as a Receiving Cashier to the paying cashier. This has resulted in shortage of cash by Rs. 9250/- for which CSE Shri Solanki is solely responsible." It is admitted position that Mr. Solanki had left the bank (his cash cabin) around 1:30 p.m. on 06.09.1994 without handing over the received cash of three customers to paying cashier and without taking permission to leave the bank. From the beginning his defence was that due to sudden hysteria attack to his sister, he was to contact at Ahmedabad by phone and so in hurry without taking permission and without handing over cash to paying cashier he left the cabin with cash in the drawer. His such defence is not to be accepted that cabin lock and drawer lock were out of order so those could not be locked. If the locks of cabin and drawer were defective then it was more responsibility on his part to ensure protection of cash received by him then shifting liability that other person might have removed cash of Rs. 9250/- from drawer since it was unlocked. Now it has to be examined whether shortage of cash by Rs. 9250/- was due to deliberate action of the delinquent in leaving the branch unauthorisedly without permission during the business hours. The disciplinary Authority in its punishment order dated 03.04.2000 (Ext. 15/18) has mentioned at page-2. "The present case is not merely a simple case of cash shortage...but this is a deliberate action of the cashier leaving the branch along with the cash received by him..." the language of charge sheet para-1 last line is "You have left the branch without handing over the cash received by you to the Head Cashier" but the findings of the inquiry officer at page 4 of its report has concluded....there is no other option open but to conclude that C.S.E is proved guilty of leaving the branch premises unauthorisedly without permission of his superiors along with the part of the cash received by him as a receiving

Cashier. It has not been mentioned in the findings about evil intention or mensrea on part of C.S. E. to leave branch along with cash of Rs. 9250/- There was written explanation of the C.S.E to the chagesheet that due to peculiar circumstance he left bank without taking permission since knowing the information of serious illness of his sister due to hysteria attack who subsequently died. The E.O. concluded as to shortage of cash by Rs. 9250/- for which C.S.E. Shri Solanki is solely responsible.” In the 2<sup>nd</sup> show cause submitted to the D.A. dated 24.02.2000 (ext.15/14) that as per written argument submitted by D.R. at para-6 it has been mentioned that Shri Solanki has left the branch to meet his urgent social obligation with disturbed mind after knowing hysteria attack to his sister at Ahmedabad. In the reply to 2<sup>nd</sup> show cause to Disciplinary Authority it was also mentioned about such peculiar circumstances to Mr. Solanki that he left the Bank from his cash cabin at around 1:30 p.m. on 06.09.1994 without taking permission without handing over the cash received by him which was found cash shortage of Rs. 9250/-. As per findings of the E.O. having no intentional action of misappropriation of Bank money by Rs. 9250/-. Since the criminal trial based on committing offence of criminal branch of trust, cheating embezzlement /misappropriated of Bank money was not proved and the delinquent (accused) was acquitted of the offences under section 406,409 and 420 I.P.C by the Judicial Magistrate 1<sup>st</sup> class Prantij in Criminal Trial 1241/84 by judgement dated 24.09.1990. Then the state of Gujarat went in appeal against the acquittal in criminal Appeal No. 29 of 1999 and the Hon’ble Court vides decision dated 23.09.2009\_ dismissed the appeal filed by the state of Gujarat mentioning ..... “aforesaid findings of fact and conclusion drawn by the trial court could not be assailed in any ways perverted or illegal” on behalf of the 2<sup>nd</sup> party copy of judgment of acquittal of trial Magistrate and of Hon’ble High Court of Gujarat are Ext. M 26/2 and M 26/1 respectively. So, the allegation of intentional and deliberate action of the C.S.E. workman taking away the cash received by him has no leg to stand rather it has to be viewed with negligence on part of the C.S.E. resulting in cash shortage due to unauthorisedly leaving the Bank without permission of superior and not depositing the money received to paying cashier.

9. On behalf of the 2<sup>nd</sup> party case law of Capt. M. Paul Antony and Bharat Gold Mines Ltd. and another (1999 (2) LLN 640), Union of India and M.B.R. Patel (2004 III LLJ 1032) have been cited on the point that when departmental enquiry and criminal case are on same facts and when Respondent acquitted in criminal case, appellate authority considering it modifying punishment –Tribunal competent to do so-Criminal court decision relevant to departmental enquiry. Another case law relied upon is of Suraj Bhan Vs. Food Corporation of India (1992 II CLR 131)-Departmental proceedings cannot be held on identical charges as that of criminal trial in

which person is acquitted, charge sheet in criminal case and charge sheet in departmental proceedings being quite identical, impending departmental proceedings against petitioner are liable to be quashed. In the case of the management of singareni collieries Lt. Vs. Industrial Tribunal (C) Hyderabad & others (1989 II LLJ 608) Acquittal of workman in criminal charges-Disciplinary authority is bound to take in to account acquittal of criminal court and give due weight to the Judgement.

10. On the other hand the 1<sup>st</sup> party have also cited several case laws (1) 2013-I LLJ 475- Delhi temporary embezzlement of customers’ money is serious misconduct- punishment of dismissal not disproportionate does not have application in the instant case because there is no chargesheet of misappropriation or embezzlement of money rather as per findings of E.O. the delinquent was guilty of shortage of money due to unauthorisedly leaving Bank during business hour. (2) 2004-I-LLJ 319-Bombay- Disciplinary proceedings distinct from criminal trial standard of proof mode of enquiry in one different from other. (3) 2012 II CLR 942- When even an employee is dismissed from service due to conviction in criminal case and is acquitted in appeal, the management shall review the order of his dismissal and may either reinstate him or proceed against him departmentally as per the provision/rules of service conditions. (4) 2004 LLR 1056 S.C. –question arose, whether decision of the criminal court binding on the labour court- Held the charges proved, established the alleged misconduct of the workman. Even proceeding on the basis that the charges of extortion has not been legally established and ought not to be considered as misconduct. The other charges proved were sufficient to establish the misconduct of the workman. It was open to the labour court to come to an independent conclusion de hors the findings of the criminal court. (5) 2005 LLR 281 Gujarat High Court-A person, who is guilty of grave and serious misconduct like misappropriation of money and public fund, deserves serious punishment holding it to be disproportionate. This case law is not applicable in the instant case because chargesheet as to misconduct was not regarding misappropriation of Bank money as per findings of E.O. the unauthorisedly leaving the Bank during business hours without handing over case received to paying cashier resulted in short fall of money where as the charge for the offence of misappropriation criminal breach of trust and cheating in criminal trial failed against delinquent and there after departmental proceeding to charges of misconduct was conducted (6) 2011-III 13 (S.C)- Acquittal in criminal case cannot sustain challenges to dismissal of employee previously ordered. But in the instant case acquittal of workman was given first in 1998 and then departmental enquiry proceeded in 1999. (7) Case law of U.P. state Road Transport Corporation Vs. Vinod Kumar (2008 ISCC (L&S) has been cited on section 11A of the I.D. Act, 1947. Interference by tribunals and courts



scope where the workman removed from service had challenged only the conclusion reached by the inquiry officer and the quantum of punishment but not the legality or fairness of the enquiry proceeding held labour court could not examine the findings of the inquiry officer and hold the charge was not proved. In the instant case the legality and fairness of the inquiry has been held valid and proper and findings of the inquiry officer is not perverted. Rather mainly the 2<sup>nd</sup> party workman has challenged the quantum of punishment which is being scrutinized under issue no. (v) together with issue No. (vi) (8) The case law of west Bokaro Colliery (Tisco Ltd) Vs. Ram Pravesh Singh (2008 I.S.C.C. (L&S) 890 has been cited on scope of Section 11A of I.D. Act, 1947 where it has been held where two views are possible on evidence, Industrial Tribunal should be very slow in interfering with the findings arrived at in domestic enquiry. Standard of proof in domestic enquiry is preponderance of probabilities and not proof beyond reasonable doubts.

11. In view of the case laws as discussed above which were relied on by both sides in support of respective case and also considering the findings of the inquiry officer—“he (C.S.E.) had left the branch unauthorisedly, without the permission/information of his superior and without handing over the cash received by him as a Receiving cashier. This has resulted in shortage of cash by Rs. 9250 for which C.S.E. Shri Solanki is solely responsible.” So though the charges levelled—(1) Wilful damage or attempt to cause damage to the property of the bank or any of its customers (ii) Doing any acts prejudicial to the interest of bank or gross negligence or negligence involving or likely to involving or likely to involve the bank in serious loss were proved but the disciplinary Authority in its punishment order date 03.04.2000 failed to consider whether there was extenuating circumstances to the C.S.E. Mr. Solanki to leave the Bank premise during business hours without permission and without handing over the cash received by him. The explanation of the C.S.E. was not considered in right perspective from the very beginning that due to receiving news of hysteria attack to his sister at Ahmedabad he with disturbed mind left the cash cabin without permission for contacting relatives at Ahmedabad on trunk call. More so, it was also not considered by the D.A. that though charge sheet was issued to the workman on 12.12.1994 but departmental proceeding remained stayed due to pendency of criminal trial for the charges u/s. 406, 409 and 420 I.P.C. and by judgement dated 24.09.1998 of criminal court (J.M. 1<sup>st</sup> class, Prantij) the workman accused was acquitted of all the charges and the workman remained under suspension and only on his representation dated 17.11.1998 the suspension order was revoked and was posted as cashier cum clerk at Khedbrahma by order dated 28.12.1998. Till then department proceeding not held as per chargesheet dated 12.12.1994 rather departmental proceeding was only put on initiation on the written explanation dated 04.02.1999

(Ext.15/4) of the C.S.E. and then enquiry sitting started from 23.11.1999 and onwards. The D.A. also failed to take into accounts the 15 years of clean service record of the C.S.E. Mr. Solanki and it was the only misconduct on part of the C.S.E. and so failed to impose lesser punishment under clause 19.6 (b) or (c) or (d) or (e) even on proof of gross misconduct under clause 19.5 (d) and (j).

12. So taking into account all these aspect this tribunal is of considered view that there are ground to invoke the jurisdiction of section 11A of the Industrial Disputes Act, 1947 for making interference in the punishment order dated 03.04.2000 passed by the Disciplinary Authority because the same certainly shocked the conscience and is also disproportionate to the gravity of misconduct. The Disciplinary Authority ought to have awarded stoppage of some increment of the C.S.E. Mr. Solanki with recovery of the shortage of money of Rs. 9250/- from him which might have been adequate for his such gross misconduct in the circumstances.

13. For the reasons given in the foregoing, I find and hold that the punishment of termination u/s. 19.3 (c) of the bipartite settlement as per order dated 03.04.2000 is too harsh and also shockingly disproportionate to the gravity of misconduct for the charges and so invoking the power under section 11A of the I.D. Act. Such punishment order is fit to be modified to stoppage of two increment with cumulative effect and recovery of money of Rs. 9250/- from the C.S.E. Mr. Solanki/ I also find and hold that the action of the management of Dena Bank in terminating the services of Shri Solanki Jayantibhai Hiralal from the post of clerk cum cashier is not legal and justified. Thus issue no. (v) and (vi) are decided against the 1<sup>st</sup> party and are answered in affirmative and negative respectively.

**14. ISSUE NO.(i) & (ii) :-** In view of the findings to issue no. v & vi on the foregoing, I further find and hold that the reference is maintainable and the 2<sup>nd</sup> party workman has valid cause of action to raise industrial disputes.

**15. ISSUE NO.(viii):-** In view of findings to issue No.(i), (ii), (v) and (vi) in the foregoing paras. I am of the considered view and therefore find and hold that the 2<sup>nd</sup> party workman Shri Solanki Jayantibhai Hiralal is entitled for reinstatement with 50% back wages from 03.04.2000. His punishment of discharge from the services is set-aside and the punishment is modified/to be stoppage of two increments with cumulative effect under clause 19.6(d). The 1<sup>st</sup> party will recover the amount of shortage of money of Rs. 9250/- from the 2<sup>nd</sup> party by deducting the same from his wages.

The reference is accordingly allowed in part. No order of any cost.

The 1<sup>st</sup> party is directed to implement the award within two months of receipt of the copy of award, failing which the 50% back wages will carry interest @ 9% P.A.

Let two copies of award be sent to the appropriate Government for publication under section 17 (1) of the I.D. Act.

BINAY KUMAR SINHA, Presiding Officer

नई दिल्ली, 25 जून, 2014

**का.आ. 1865.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार लाइफ इन्शुरेन्स कारपोरेशन ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, कोलकाता के पंचाट (संदर्भ संख्या 57/2013) प्रकाशित करती है जो केन्द्रीय सरकार को 17/6/2014 को प्राप्त हुआ था।

[सं. एल.-17012/15/2013-आई आर (एम)]

जोहन तोपनो, अवर सचिव

New Delhi, the 25th June, 2014

**S.O. 1865.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 57/2013) of the Central Government Industrial Tribunal/Labour Court, Kolkata now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Life Insurance Corporation of India and their workmen, which was received by the Central Government on 17/6/2014.

[No. L-17012/15/2013-IR(M)]

JOHAN TOPNO, Under Secy.

#### ANNEXURE

#### CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT KOLKATA

#### Reference No. 57 of 2013

#### Parties:

Employers in relation to the management of Life Insurance Corporation of India

AND

Their workman

**Present:** Justice Dipak Saha Ray, Presiding Officer

#### Appearance:

On behalf of the : Ms. Saumya Ghosh, Ld. Advocate.  
Management

On behalf of the : None.  
Workmen

State : West Bengal

Industry : Life Insurance

Dated: 27<sup>th</sup> May, 2014.

#### AWARD

By Order No.L-17012/15/2013-IR(M) dated 28.10.2013 the Government of India, Ministry of Labour in exercise of its powers under Section 10(1)(d) and (2A) of the industrial Disputes Act, 1947 referred the following dispute to this Tribunal for adjudication:

“Whether the action of the management of Life Insurance Corporation of India in terminating the services of Shri Kaushik Bndyopadhyay working as Development Officer on probation, is legal and justified? What relief the workman is entitled to?”

2. When the case is taken up for hearing today, none appears on behalf of the workman through the management is represented by its Ld. Counsel. It appears from the record that the workman is absent for the last three consecutive dates.

3. From the above facts and circumstances and the conduct of the workman it may reasonably be presumed that the workman is not willing to proceed with this case further. Perhaps he has got no grievance against the management at present.

4. In view of the above, instant reference is disposed of by passing a “No Dispute Award”

JUSTICE DIPAK SAHA RAY, Presiding Officer

Dated, Kolkata,  
the 27<sup>th</sup> May, 2014.

नई दिल्ली, 25 जून, 2014

**का.आ. 1866.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार युको बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण श्रम न्यायालय, कोलकाता के पंचाट (संदर्भ 23/2000) को प्रकाशित करती है जो केन्द्रीय सरकार को 25/06/2014 को प्राप्त हुआ था।

[सं. एल.-12011/48/2000-आई आर (बी-II)]

रवि कुमार, अनुभाग अधिकारी

New Delhi, the 25th June, 2014

**S.O. 1866.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 23/2000) of the Central Government Industrial Tribunal-cum-Labour Court, Kolkata now as shown in the Annexure, in the Industrial Dispute between management of UCO Bank and their workmen, which was received by the Central Government on 25/06/2014.

[No. L-12011/48/2000-IR(B-II)]

RAVI KUMAR, Section Officer



**ANNEXURE****CENTRAL GOVERNMENT INDUSTRIAL  
TRIBUNAL AT KOLKATA****Reference No. 23 of 2000**

Parties : Employers in relation to the management of  
UCO Bank

**AND**

Their workmen.

**Present :** Justice Dipak Saha Ray, Presiding Officer

**Appearance :**

On behalf of the : Mr N. Joardar, Chief Manager  
Management of the Bank

On behalf of the : None.  
Workman

State : West Bengal Industry : Banking

Dated : 26th May, 2014.

**AWARD**

By Order No. L-12011/48/2000-IR (B-II) dated 23-06-2000 the Government of India, Ministry of Labour in exercise of its powers under Section 10 (1) (d) and (2A) of the industrial Disputes Act, 1947 referred the following dispute to this Tribunal adjudication :

“Whether the action of the management of UCO Bank, 12, Old Court House Street, Calcutta-700001 in adopting the principle of ‘No work no pay’ in respect of employees of those branches which could not fulfill the targets of balancing of books which is reportedly a part of routine functioning is justified? If not, what relief the workmen are entitled to?”

2. When the case is taken up today for hearing, none appears on behalf of the union, though the management is represented by its authorized representative. It appears from the record that on the previous day opportunity was given to the union to appear before the Tribunal, but the union has not turned up.

3. Considering the above, it may reasonably be presumed that the union does not want to proceed with the case further, Perhaps the union has got no grievances against the management.

4. In view of the above, instant reference case is disposed of by passing a “No Dispute Award” .

JUSTICE DIPAK SAHA RAY, Presiding Officer

Dated , Kolkata the 26th May, 2014

नई दिल्ली, 25 जून, 2014

**का.आ. 1867.**—औद्योगिक विवाद अधिनियम, 1947 ( 1947 का 14 ) की धारा 17 के अनुसरण में केन्द्रीय सरकार शिपिंग कॉर्पोरेशन इंडिया लि. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के

बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, कोलकाता के पंचाट ( संदर्भ संख्या 25/2003 ) को प्रकाशित करती है जो केन्द्रीय सरकार को 25/06/2014 को प्राप्त हुआ था।

[ सं. एल.-32011/1/2003-आई आर ( बी-II ) ]

रवि कुमार, अनुभाग अधिकारी

New Delhi, the 25th June, 2014

**S.O. 1867.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 ( 14 of 1947 ), the Central Government hereby publishes the award (Ref. 25/2003) of the Central Government Industrial Tribunal-cum-Labour Court, Kolkata as shown in the Annexure, in the industrial dispute between the management of Shipping Corpn. India Ltd. and their workmen, which was received by the Central Government on 25/06/2014.

[No. L-32011/1/2003-IR(B-II)]

RAVI KUMAR, Section Officer

**ANNEXURE****CENTRAL GOVERNMENT INDUSTRIAL  
TRIBUNAL AT KOLKATA****Reference No. 25 of 2003**

Parties : Employers in relation to the management of  
Shipping Corporation of India Ltd.

**AND**

Their workmen.

**Present :** Justice Dipak Saha Ray, . . . Presiding Officer

**Appearance :**

On behalf of the : None.  
Management

On behalf of the : None.  
Workman

State : West Bengal Industry : Shipping

Dated : 26th May, 2014.

**AWARD**

By Order No. L-32011/1/2003/IR (B-II) dated 31-07-2003 the Government of India, Ministry of Labour in exercise of its powers under Section 10(1)(d) and (2A) of the industrial Disputes Act, 1947 referred the following dispute to this Tribunal for adjudication :

“Whether the 35 unregistered chipping and painting contract workmen under Shipping Corporation of India entitled for any revision of fixed additional wages after the revision of National Wage Board w.e.f. 1-1-1998 and if so whether they are entitled for any arrears in view of the revision in the fixed additional wages component w.e.f. 1-1-1998 to 31-10-1998? If not, what relief the workmen are entitled to?”

2. When the case is taken up today for hearing, none appears on behalf of either of the parties. It appears from the record that on the previous day last opportunity was given to the parties to appear before the Tribunal, but union has turned up even this day.

3. Considering the above facts and circumstance and conduct of the parties, it may reasonably be presumed that the matter has been amicably settled between the parties out of the Tribunal and union has got no grievance at present.

4. In view of the above, instant reference case is disposed of by passing a “No Dispute Award” .

JUSTICE DIPAK SAHA RAY, Presiding Officer

Dated, Kolkata The 26th May, 2014

नई दिल्ली, 25 जून, 2014

**का.आ. 1868.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार पंजाब एण्ड सिंध बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नई दिल्ली 2 के पंचाट (संदर्भ 61/07) को प्रकाशित करती है जो केन्द्रीय सरकार को 25/06/2014 को प्राप्त हुआ था।

[सं. एल.-12012/59/2007-आई आर (बी-II)]

रवि कुमार, अनुभाग अधिकारी

New Delhi, the 25th June, 2014

**S.O. 1868.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 61/07) of the Central Government Industrial Tribunal-cum-Labour Court No. 2, New Delhi as shown in the Annexure, in the industrial dispute between the management of Punjab & Sindh Bank and their workmen, received by the Central Government on 25/06/2014.

[No. L-12012/59/2007-IR(B-II)]

RAVI KUMAR, Section Officer

#### ANNEXURE

**CENTRAL GOVERNMENT INDUSTRIAL  
TRIBUNAL-CUM-LABOUR COURT-II,  
KARKARDOOMA COURT COMPLEX,  
KARKARDOOMA,  
DELHI**

**Present:-** Shri Harbansh Kumar Saxena

**ID No. 61/07**

Sh. Ramesh Chand Semwal

**Versus**

Punjab & Sindh Bank

#### AWARD

The Central Government in the Ministry of Labour vide notification No L-12012/59/2007-IR(B-II) dated 17.10.2007 referred the following industrial Dispute to this tribunal for adjudication :-

“Whether the action of the management of Punjab & Sindh Bank in terminating/ disengaging Sh. Ramesh Chand Semwal employed as sub-staff at Mussoorie Branch of Punjab & Sindh Bank w.e.f 11.05.2003 without any notice & compensation under the provisions of I.D Act, 1947 is legal and justified? If not, to what relief the concern workman is entitled to an from which date?

On 26/10/2007 reference was received in this tribunal. Which was register as I.D No. 61/07 and claimant was called upon to file claim statement with in fifteen days from date of service of notice. Which was required to be accompanied with relevant documents and list of witnesses.

**After service of notice workman/claimant filed claim statement on 05.11.2007. Wherein he stated as follows:-**

That he was reappointed on 16.12.1996 as subordinate staff on the post of temporary/orderly by Punjab and Sindh Bank Branch, Mansoorie ,District Dehradun. Intimation of which was transmitted to Zonal Manager by branch manager, Mansoorie through his letter dated 17.12.1996.

Workman was continuously working as temporary Orderly and Daftari . He was working on vacant post and he was temporary employee of the panel.

Workman completed 240 days work in each calendar year. Workman bears qualification and experience of subordinate staff.

Letters written by branch manager's of Punjab and Sindh Bank Branch, Mansoorie ,District Dehradun conforms that workman since 16.12.1996 regularly worked as Orderly/Daftari .

Management without given prior notice unreasonably and illegally terminated his service on 11.05.2003 which is against provisions of Section 25 F of ID.Act, 1947.

Branch Manager in his letter dated 12.05.2003 to zonal manager mentioned that workman be terminated. He also demanded to appoint casual labour/orderly which goes to show that on the termination of services of workman there was vacancy of the post on which workman works.

Workman during his tenure raised demand before management to get him regularized another person who was appointed by management on the basis of die in hireness.

Workman continuously worked since 16.12.1996 to 11.05.2003 in Punjab and Sindh Bank Branch, Mansoorie ,District Dehradun regularly as sub- staff panel member which conforms from the attendance and pay register of the bank.

Workman filed petition no. 205 of 2003 (SS) in Hon'ble High Court of Nainital for his regularization of service which was dismissed by Hon'ble High Court directing to petitioner workman to seek remedy from proper forum.

In aforesaid petition branch manager of bank filed counter affidavit in annexure C-1 wherein he admitted that workman continuously work for more than 240 days.

Workman was paid arrear of Rs. 16759 by management on the basis of by bipartite agreement on A/c of short payment made to workman for a period of 01.11.97 to 31.07.2001.

Branch Manager of Punjab and Sindh Bank Branch, Mansoorie wrote letter to zonal manager through which they demanded that workman is a fit person to be regularized as Orderly /Daftari etc.

Workman is legally entitled for reinstatement with full back wages. On the basis of aforesaid contents workman prayed that workman be reinstated with full back wages expenses of dispute and management be directed to pay the amount to workman.

In support of his claim statement workman filed list of 42 documents.

#### **Against claim statement management filed following written statement:-**

##### **Preliminary Submissions**

1. That the claimant himself as admitted that he was engaged on temporary basis from 21.09.1998 to 1992 and claim to have worked for a period of 4 years. The claim of the claimant is that during this 4 years he had worked for a period of 240 days consecutively in calendar year. Thus he is filing the present claim on the basis of working temporarily from 1988 to 1992. The claim therefore is highly belated and is time barred.

2.The claim also suffers from delay and laches.

3.That it is pertinent to mention that the claimant was engaged temporarily in the year 1988 and the letter dated 19.09.1988 was issued to the Claimant is reproduced hereunder:-

##### **PUNJAB AND SIND BANK**

Regional Office

Aa/2 Rajpur Road, Dehradun -248001

Dated 19.09.1988

Shri Ramesh Chandra S/o Shri Indramani

Dear Sir,

Reg : Your application for service in the Bank as a peon.

We have the pleasure in offering you a temporary post of peon for 30 days only at B/o Haridwar w.e.f 21.09.88 on the following term and conditions:-

1.You will be paid a salary of 430/- (Rupees Four Hundred and Thirty only) plus D.A and other allowance payable to a peon from the said date i.e. 21.09.88.

2. Your service will be purely on temporary nature.

3. You can be relived within the said period without assigning any reason.

4. In case you are agreeable to verve on the above term and conditions please return copies at this letter duly signed by you intake of having accepting the same and report for duty to the said branch on 21.09.88.

Yours Faithfully

(Regional Manager)

4. It is clear from the above letter that the claimant was engaged purely on temporary basis and claimant was aware of the same.

5.The said letter further reveals that the engagement of the Claimant was contractual and bank could have relieved him without any assigning any reason.

6. It is well settled law now that mere completion of 240 days is not sufficient to grant any status on the claimant particularly when he was aware that his engagement is only for temporary period. The bank has right to terminate his services as this was one of the condition of his engagement. The bank has exercised the right under the contract and terminated his services. Thus no claim lies against such termination of contract.

7.That it is true that workman had filed a writ-petition in the Hon'ble High Court at Nainital and after hearing, when the petition was going to be dismissed in view of the decision given in the case of secretary, state of Karnataka V. Uma Devi & Ors. Reported in 2006 AIR SCW 1991, Claimant had withdrawn the said petition and the same was dismissed. This is a good ground for dismissal of claim of the claimant.

8.That Mr. Ramesh Chandra Semwal was not recruited at all in accordance with the recruitment procedure of the bank for the post of peon against any permanent vacancy. The bank has got its own recruitment rules/procedure for recruitment of peons against permanent vacancies. The branch manager can only hire the services of a person as casual labour to perform odd and unskilled jobs against payment, whenever required.

9.That Since Mr. Ramesh Chandra Semwal was not appointed by the Competent authority in 1996. It is also

very clear from the claim of the claimant that during 1992 to 1996, he was not engaged by the bank. Therefore no right would accrue to him to raise Industrial Dispute over refusal of the bank to continue his engagement as casual worker.

10. Admittedly the claimant was engaged illegally and unauthorizedly purely on temporary/casual basis to carry on the work of attendant periodically whenever the exigencies of services required to facilitating the employees of the bank.

11. Thus, the case does not fall under Section 25 F of the Industrial Dispute Act as the claimant was not a workman nor entitled to any benefit under section 25 F and 2 G nor the question of illegal termination was before the Tribunal. It is stated that question of retrenchment was not before the Ld. Tribunal to be decided under section 25 F because the Respondent No.1 was never engaged by the Petitioner Bank nor was Petitioner Bank employer in terms of 2G of Industrial Dispute Act.

12. Thus, if the reinstatement could not have been granted on the basis of Section 25 F of Industrial Dispute Act by holding that since the Respondent No.1 has worked for more than 240 days, the bank terminated him illegally and thereafter Ld. Tribunal granted subsequent benefits of reinstatement and back wages.

13. The five judges bench of Hon'ble Supreme Court in State of Karnataka case (copy of which was placed on the records of the court) held that:

“When a person enters a temporary employment or gets engagement as a contractual or casual worker and the engagement is not based on a proper selection as recognized by the relevant rules or a procedure, he is aware of the consequences of the appointment being temporary, casual or contractual in nature. Such a person cannot invoke the theory of legitimate expectation of being confirmed in the post when an appointment to the post could be made only following a proper procedure for selection and in concerned cases, in constitution with the Public Service Commission. Therefore, the theory of legitimate, contractual or casual employees. It cannot also be held that the State has held out any promise while engaging these persons either to continue them where they are or to make them permanent. The State cannot constitutionally make such a promise. It is also obvious that the theory cannot be invoked to seek a positive relief of being made permanent in the post.”

14. In the present case no procedure for employment was followed nor his engagement was done through employment exchange as is required under the rules of the bank and the law of the land as the bank is a public sector bank and services of class employees can be done only through the employment exchange.

15. That in the Constitutional Bench of five judges the Hon'ble Court in secretary of State of Karnataka Vs. Umadevi and others reference to all the judgments relating to unlawful and illegal engagement of casual /temporary workers, who were made to complete 240 days and then given the benefit of the regularization of service was discussed. The Hon'ble Supreme Court observed in the said case as under:

“But, sometimes this process is not adhered to and the Constitutional scheme of public employment is bypassed. The union, the states, their departments and instrumentalities have reported to irregular appointments, especially in the lower rungs the Public Service Commission or otherwise as per the rules adopted and to permit these irregular appointees or those appointed on contract or on daily wages, to continue year after year, thus, keeping out those who are qualified to apply for the post concerned and depriving them of an opportunity to compete for the post. It has also led to persons who get employed, without the following or a regular procedure or even through the backdoor or on daily wages approaching courts, seeking directions to make them permanent in their posts and to prevent regular recruitment to the concerned posts and to prevent regular recruitments to the concerned posts. Courts have not always kept the legal aspects in mind and have not always kept the legal aspects in mind and have occasionally even stayed the regular process of employment being set in motion and in some cases, even directed that these illegal, irregular or improper entrants be absorbed into service. A Class of employment which can only be called litigious employment has risen like a phoenix seriously impairing the constitutional scheme such Constitution of India. Whether the wide powers under Article 226 of the Constitution of India. Whether the wide powers under Article 226 of constitution is intended to be used for a purpose certain to defeat the concept of social justice and equal opportunity for all, subject to affirmative action in the matter of public employment as recognized by our Constitution, has to be seriously pondered over. It is time that Courts desist from issuing orders preventing regular selection or recruitment at the instance of such persons and from issuing directions for continuance of those who have not secured regular appointments as per procedure established. The passing of orders for continuance tends to defeat the very Constitutional scheme of public employment. It has to be emphasized that this is the role envisaged for High Courts in the scheme of things and their wide powers under Article 226 of the Constitution of India are not intended to be used for the purpose of perpetuating illegalities, irregularities or improprieties or for scuttling the whole scheme of public employment. Its role as the sentinel and the equal rights protection should not be forgotten.

This court has also on occasions issued directions which could not be said to be consistence with the



Constitutional scheme of public employment. Such directions are issued presumably on the basis of equitable considerations or individualization of justice. The question arises, equity to whom? Equity for the handful of people who have approached the Court with a claim, or equity for the teeming millions of this country seeking employment and seeking a fair opportunity for competing for employment? When one side of the coin is considered, the other side of the coin has also to be considered and the way open to any court of law or justice, is to adhere to the law as laid down by the Constitution and not to make directions, which at times, even if do not run counter to the Constitutional scheme, certainly tend to water down the Constitutional requirements. It is this conflict that is reflected in these cases referred to the Constitution Bench.”

16.The Hon’ble Supreme Court further observed that:

“The power of a State as an employer is more limited than that of a private employer in as much as it is subjected to constitutional limitations and cannot be exercised arbitrarily (See Basu’s Shorter Constitution of India). Article 309 of the Constitution gives the Government the power to frame rules for the purpose of laying down the conditions of service and recruitment of persons to be appointed to public services and posts in connection with the affairs of the Union or any of the States. That Article contemplates the drawing up of a procedure and rules to regulate the recruitment and regulate the service conditions of appointees appointed to public posts. It is well acknowledged that because of this, the entire process of recruitment for services is controlled by the detailed procedure which specify the necessary qualification, the mode of appointment etc. if rules have been made accordance with the rules. The State is meant to be a model employer. The Employment Exchanges (Compulsory Notification of Vacancies) Act, 1959 was enacted to ensure equal opportunity for employment seekers. Though this Act may not oblige an employer to employ only those persons who have been sponsored by employment exchanges, it places an obligation on the employer to notify the vacancies that may arise in the various departments and for filling up of those vacancies, based on a procedure. Normally, statutory rules are framed under the authority of law governing employment. It is recognized that no government order, notification or circular can be substituted for the statutory rules framed under the authority of law. This is because, following any other course could be disastrous inasmuch as it will deprive the security of tenure and the right to equally conferred on civil servants under the Constitutional scheme. It may even amount to negating the accepted service jurisprudence. Therefore, when statutory rules are framed under Article 309 of the Constitution which are exhaustive, the only fair means to adopt is to make appointments based on the rules so framed.

17.The Hon’ble Supreme Court further observed that:

“What is sought to be pitted against the approach, is the so called equity arising out of giving of temporary employment of engagement on daily wages and the continuance of such persons in the engaged work for a certain length of time. Such considerations can have only a limited role to play, when every qualified citizen has a right to apply for appointment the adoption of the concept of rule of law and the scheme of the constitution for appointment to posts. It cannot also be forgotten that it is not the role of courts to ignore, encourage or approve appointments made or engagements given outside the constitutional scheme. In effect, orders based on such sentiments or approach would result in perpetuating illegalities and in the jettisoning of the scheme of public employment adopted by us while adopting by us while adopting the Constitution. The approving of such acts also results in depriving many of their opportunity to compete for public employment. We have, therefore, to consider the question objectively and based on the constitutional and statutory provisions. In this context, we have also to bear in mind the exposition of law by a Constitutional Bench in State of Punjab Vs. Jagdip Singh and Ors. Manu/SC/0273/1963. It was held therein, “in our opinion, where a Government has no right to a post or to a particular status, though an authority under the Government acting beyond its competence had purported to give that person a status.”

18. It is further stated that the Hon’ble Supreme Court has held in number of cases that any person illegal engaged does not get any rights or claim on the employment at that post.

#### PARAWISE REPLY

1. That the contents of para 1 are wrong and denied as stated the Claimant was engaged vide letter dated 19.09.1988 by which he was engaged only on temporary basis. He has not worked for the period of 4 years regularly. The Claimant was allowed to carry on work of attendant periodically purely on temporary basis whenever the exigencies of service required for facilitating. That the contents of preliminary objections be read as part of the reply to this para.

2. That the contents of para 2 are wrong and denied. The engagement of Claimant was discontinued and thereafter there was no sanction of any authority to engage him. The engagement of the Claimant in 1996 was without authorization as no request was given by the Claimant nor any employment letter was given to him. In any case he has engaged on casual basis and he was very well of the said facts. He was not engaged through employment exchange nor any authority was vested in the bank manager to engage him. Further he was aware that even for temporary engagement proper sanction is required as was



done in 1988. In engagement from 1996 no such letter of sanction was given and during the period 1992 to 1996 he does not claim to have worked in the bank.

3. That the contents of para 3 are wrong and denied. The claimant was not working as peon or daftary or in any other capacity.

4. That the contents of para 4 are wrong and denied. The Claimant has not completed 240 days in every year nor he was engaged against any vacant post.

5. That the contents of para 5 are wrong and denied. None of the letter stated to be filed by the Claimant prove that he was working regularly or he has completed 240 days in terms of section 25 of ID Act.

6. & 7 That the contents of para 6 & 7 are wrong and denied. The provisions of section 25 F does not apply to him as the Claimant was aware that he had been engaged on temporary /casual basis and no notice was required to be given to him. Any way the claimant was engaged on temporary basis unauthorizedly and as soon as controlling office came to knowledge of such engagement the branch manager was directed vide letter dated 27.02.2003 to discontinue the illegal and unauthorized engagement of the claimant.

8. That the contents of para 8 are wrong and denied.

9. That the contents of para 9 are wrong and denied. It is incorrect that the claimant served in the branch from 16.12.1996 to 11.05.2003 on regular basis.

10. That the contents of para 10 are matter of record and need no reply.

11. That the contents of para 11 are wrong and denied.

12. That the contents of para 12 are wrong and denied. The Claimant is not entitled to any amount.

13. That the contents of para 13 are wrong and denied as stated, The engagement of claimant by the branch manager was illegal and unauthorized and the movement the illegality came to knowledge to the higher officials the branch manager was directed to stop the illegal and unauthorized practice of engaging the claimant on temporary/casual basis. It is further stated that the illegality does not confer any right for claim upon the Claimant nor it bound the bank to continue the said illegality. It is most respectfully stated that if such illegality and deceptive way of back door entry of the person in the employment of the government is allowed, then it would be against the various judgments of the Hon'ble Supreme Court which has condemned such back door entry into the govt. employment by unscrupulous person. These Supreme Court judgments clearly brings out that –

(a) The working continuously for 240 days does not automatically grant benefit of regularization in service.

(b) Seeking employment in govt. organization through back door entries with the help of section 25 F must be dealt with severely.

(c) The Section 25 F does not provide that any person was completed 240 days continuously has to be regularized.

14. That the contents of para 14 are wrong and denied. There is no violation of section 25 F.

15. That the contents of para 15 are wrong and denied. The claimant is not entitled to any benefit of reinstatement and back wages.

#### PRAYER

In the facts and circumstances hereinabove the claim of the claimant be rejected.

On the basis of aforesaid contents he prayed, he be reinstated with full back wages.

On 08.07.2008 in reply to written statement filed rejoinder. Wherein he reaffirmed the contents of the claim statement.

My Ld. Predecessor proceeded on the basis of questions of determination mentioned in schedule of reference. Hence not framed any issues.

On 05.07.2008 workman filed his affidavit in his evidence in support of his case mentioned in Claim statement.

His affidavit was tendered on 08.02.2010. He was cross-examined on same day.

His examination in chief and cross-examination is as follows:-

I tender in evidence my affidavit which bears my signatures on all the three pages, as evidence. The facts stated therein are correct. Award may kindly be passed in my favour. My affidavit is Exb. WW1/A.

XXXX

By Sh. Pranav Jha, A/R for the Management.

It is correct that I have not filed any document along with my affidavit Exb. WWW1/A. However, I have filed documents alongwith with my statement of claim. I was given appointment letter dated 19.09.88 by the Regional Manager, the photocopy of which is Exb. WW1/1. It is correct that I was offered a temporary job of Peon for 30 days only vide this document. After the lapse of 30 days I was never given any other document by the management, thereby extending my engagement as temporary Peon. It is incorrect to suggest that I was engaged only for a few days sometime as and when the Branch Manager had such a requirement and I never worked continuously in any calendar year. I am not in possession of any document to prove that I have worked in Punjab & Sindh Bank from 12.05.2002 to 11.05.2003. i.e. a year preceding my

disengagement/ termination. It is wrong to suggest that I have no case against the management. I never applied for a job in the Bank. My name was also never sponsored by any Employment Exchange in response to any recruitment drive of Peons made by the management Bank.

In support of its case management filed affidavit of Sh. Tripatinder Singh, Manager of the management Bank on 28.03.2011 is as follow:-

1. That the Deponent states that the Deponent has worked at the Branch Office Mussoorie, during the period 2001-2001.

2. That the Deponent states that the deponent is well conversant with the facts and circumstances of case he had access to all the relevant record regarding the present case and is competent to file the present affidavit and further states that the Deponent is deposing on the basis of record maintained by the management.

3. That the Deponent states that the Claimant himself has filed the present case belatedly and is liable to be dismissed on this ground only.

4. That the Deponent states that the workman Claimant was engaged/hired temporarily in the year 1988 and the letter dated 19.09.1988 was issued to the Claimant is reproduced hereunder:-

**PUNJAB AND SIND BANK**

Regional Office

Aa/2 Rajpur Road, Dehradun -248001

Dated 19.09.1988

Shri Ramesh Chandra S/o Shri Indramani

Dear Sir,

Reg: Your application for service in the Bank as a peon

We have the pleasure in offering you a temporary post of peon for 30 days only at B/o Haridwar w.e.f 21.09.88 on the following term and conditions:-

1. You will be paid a salary of 430/- (Rupees Four Hundred and Thirty only) plus D.A and other allowance payable to a peon from the said date i.e. 21.09.88.

2. Your service will be purely on temporary nature.

3. You can be relived within the said period without assigning any reason.

4. In case you are agreeable to verve on the above term and conditions please return copies at this letter duly signed by you intake of having accepting the same and report for duty to the said branch on 21.09.88.

Yours Faithfully  
Sd/-

(Regional Manager)

It is clear from the above letter that the claimant was engaged /hired purely on temporary basis and claimant was aware of the same.

5. That the Deponent states that the engagement of the Claimant was contractual and bank could have relieve him without any assigning any reason.

6. That the Deponent states that the Claimant has never worked regularly for a period of 240 day consecutively in any calendar year for the period claimed by him and his removal was automatic as the management has exercised its right as per the terms and condition of the contract.

7. That the claimant was not hired against any permanent vacancy. The Deponent further states that the claimant was not engaged /hired as per the recruitment procedure of the Bank as it was a pure temporary in nature.

8. That the Deponent states that the Bank has its own recruitment rules and procedure for the recruitment of peons against the permanent vacancies and the hiring of the workmen was not done by the said procedure as he was merely hired for the services of person as casual labour to perform odd and unskilled jobs against payment, whenever required. The deponent further states that the claimant was hired by the Branch Manager, who can only hire a person to do casual and unskilled work and he is not the appointing authority for any person against the permanent post in the management.

9. That the Deponent states that the claimant was not engaged/hired by the Bank during the period 1992-1996.

10. That the Deponent states that the claimant was only hired by the Bank periodically whenever the exigencies of services required to facilitate the employees of the Bank.

11. That the Deponent states that the claim of the Claimant is illegal, unjustified and without having any valid documents and the same has been filed by him as to get the employment by putting pressure upon the management.

12. That the Deponent states that the claimant has never worked for 4 (four) years regularly at any point of time.

13. That the Deponent states that the Claimant was not engaged/hired in 1996 by the competent authority against the sanction post as no request was given by him and no employment letter was given to him. The Deponent further states that the claimant was hired on casual basis and the claimant was aware of this fact. The Deponent further states that the when the competent authority came into the knowledge about the temporary hiring of the claimant, they immediately ordered to discontinue the illegal and unauthorized services of the claimant.

14. That the Deponent states that the claimant has never worked on regular basis from 16.12.1996 to 11.05.2003.

15. That the Deponent states the claim of the claimant is false and frivolous and is liable to be dismissed.

Affidavit tendered on 08.11.2011. MW1 Sh. Tripatinder was cross-examined by Ld. A/R for workman.

His examination-in-chief and cross-examination is as follows:-

I tender in evidence my affidavit by way of examination in chief. It is signed by me and is correct. The same is Ex. MW1/A.

XXXXX by Sh. Kamlesh Srivasstav, A/R for the workman.

I remained posted at Mussorrie branch of the management bank for months in the year 2001. Mr. M.M Kapoor was the branch manager there. Ramesh Chand Semwal workman was working during my posting at Mussoorie and even earlier to that on daily wage basis. I cannot tell the exact period prior to my posting when he was working there as daily wager. No payment of arrears was made to the workman during my posting there. Only branch manager can employ someone on daily wage basis as and when required for the working of the branch in case the regular peon happens to be on leave on a particular day. The workman was not disengaged during my posting there. He was not at all a regular employee but was working only as when required in case of any contingency like leave of the peon etc.

Ld. A/R's for the parties orally argued. Workman also filed written arguments on the basis of which he claimed that following facts are established on the basis of contents of written argument.

1. That workman continuously work in year 1988 to 1992 as well as he worked since 16.12.96 to 11.05..2003.

2. That workman worked continuously more than 240 days in each calendar year.

3. That nature of work of workman was of permanent nature and there is work for workman in bank still today.

4. Appointment of workman is not without right because zonal manager knows it through letter dated 17.12.1996 that workman has been appointed.

5. That respondents terminated the services of workman illegally and improperly in violation of Section 25 F and G ID. Act.

On aforesaid ground workman prayed that he be reinstated with all back wages and reference is liable to be decided in favour of workman.

In support of his oral and written arguments Ld.A/R of workman cited following rulings:-

1. Sonepat Co-operative Sugar Mills Ltd. Vs. Rakesh Kumar

2006(108) FLR 592 S.C.

2. Deep Chandra V/s State of U.P. and another  
Civil appeal no. 4588 of 1999, 14.11.2000 S.C

3. U.P. Drugs and Pharmaceuticals Co. Ltd. Vs. Ramanuj Yadav and others.

2003 (99) FLLR 331 S.C.

4. Mahastra State Road Trpt. Cor. Vs. Abdul Gani and others

2011(128) FLR 315 Bombay High Court-Nagpur Bench.

5. Smt. Madhu Vs. P.O. Labour Court Amritsar and anothers

2012 (134) FLR 829. Punjab & Haryana High Court.

6. Ex. Engineer Bhima Irrigation Division solapur Vs. VitthalMahipati Kale

2012 (134) FLR 1084 Bombay H.C

7. Mehboob Vs.

Executive Engineer Agriculture Constriction Division Nagpur.

2012 (134) FLR 1082 Bombay High Court-Nagpur Bench.

8. Ramesh Singh Vs. Agragami Kheshttra Vikas Agency Etawah

2011 (131) FLR 511 Allahabad H.C.

While on the other hand Ld. A/R for the management replied that workman has been not appointed through proper process of appointed. Hence he is not entitled to any relief as claimed by workman. In support of his contentions he placed reliance on by their lordship of Hon'ble Court in case of "Secretary state of Karnataka and others Vs. Uma Devi and others. AIR 2006 Supreme Court Pg. 1806. Wherein their Lordship of Hon'ble Supreme Court laid down as follows:-

Constitution of India, Art, 16- Service jurisprudence – Regularization of daily wagers/temporary /contractual employee- Does not mean permanence in service –But only infers compliance with one of elements in process of selection which does not go to root of the process.

Constitution of India, Arts. 14, 16- Employment on daily wage- Confers no right of permanent employment- Daily wager appointed on less than minimum wages that was made known to him- Not forced labour- Continued on post for long period –Daily wagers form a class by themselves – They cannot claim parity vis-a vis those regularly recruited on basis of relevant Rules and cannot be made permanent in employment.

Ld. A/R for the workman stressed that workman worked for about 7 years as Orderly/Daftari. Thus workman work more than 240 days but his services were terminated on 11.05.2003 without prior notice. Hence there is violation of provision of Section 25 F ID Act, 1947 etc. Hence he is entitled for reinstatement with full back wages etc.

While on the otherhand Ld. A/R for the management replied that workman has not work for 240 days in each calendar year when his services were terminated on 11.05.2003 . Hence he is entitled to no relief.

In the light of contentions and counter contentions of Ld. A/R's of parties I perused the pleadings of claim statement, written statement and rejoinder, written arguments of workman as well as evidence of the parties, principle laid down in the cited rulings and settled law of Hon'ble Supreme Court as well as of Hon'ble High court of Uttarakhand at Nainital on the point when workman is required to work for 240 days in each calendar year.

It is relevant to mention here that my Ld. Predecessor in ID No. 220/1998 Babu Singh V/s ONGC and other passed award on 09.04.2008. Through which he dismissed the claim statement and hold that workman is not entitled to any relief because he has not filed any document to show that he has worked for 240 days prior to termination of his services. Workman filed writ petition No. 1878 of 2008 (M/ S) in the Hon'ble High Court of Uttarakhand at Nainital which was allowed on 03.04.2014 by his Lord Ship of Hon'ble of High Court of Uttarakhand at Nainital and award passed by my Ld. Predecessor has been quashed. Matter has been remanded back for decision afresh. Parties were directed to appear on 26.05.2014 before this Tribunal.

While deciding the aforesaid writ-petition his lordship held that the settled position of law is that workman is not required to work for 240 days in each and every calendar year nor it is required that he should have worked for 240 days in a year when his services are terminated. Rather, settled position of law is that workman should have work continuously for 240 days in any calendar year.

It is also relevant to mention here that workman in the instant case produce all possible evidence to show that he continuously work for 240 days in each calendar year . On the basis of which Branch Manager of concerned branch of Punjab & Sindh Bank wrote letter to higher authorities for regularization of workman.

In addition to it management has not produce muster roll etc. to rebut the evidence of the workman that he has worked 240 days continuously in each calendar year.

Hence following principle of Hon'ble Supreme Court laid down in case of H.D Singh V/s RBI (1985)

4 S.C.C. 201 shall be applicable:-

“Employer's failure to produce the attendance register to controvert the workman's claim as to number of days he had actually worked , will lead to an inference of the correctness of the workman's claim.”

As well as settled law as reaffirmed by his lordship of Hon'ble High Court of Uttarakhand at Nainital shall apply in the instant case because there is unrebutted evidence of workman.

In addition to it aggrieved party of the instant case can seek remedy of writ-petition from Hon'ble High Court of Uttarakhand at Nainital. Hence principle laid down are reaffirmed by Hon'ble High Court of Uttarakhand at Nainital shall be binding on this tribunal.

Principle laid down in ruling cited on behalf of management is inapplicable in the instant case because of distinguishable facts. Hence on that count management is entitled to no benefit.

On the basis of aforesaid discussion I am of considered view that reference is liable to be decided in favour of workman and against management. Which is accordingly decided.

Workman Sh. Ramesh Chand Samwal in the instant case rendered service as a casual worker as Orderly/ Daftari for more than 240 days in each calendar year to management. So, he is entitled for reinstatement with regularization of his services. Management is directed to reinstate workman Sh. Ramesh Chand Samwal and regularized him as Orderly/ Daftari after expiry of period of limitation of available remedy against award but workman is not entitled for back wages as he has neither pleaded in his claim statement nor proved that he remained unemployed since his termination on 11.05.2003 upto the date of Award. This will meet the ends of justice.

Award is accordingly passed.

Dated : 09.06.2014

HARBANSH KUMAR SAXENA, Presiding Officer

नई दिल्ली, 25 जून, 2014

**का.आ. 1869.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बैंक ऑफ बडोदा के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय अहमदाबाद के पंचाट (संदर्भ सं.1278/2004) प्रकाशित करती है जो केन्द्रीय सरकार को 25/06/2014 को प्राप्त हुआ था।

[सं. एल.-12013/71/98-आई आर (बी-II)]

रवि कुमार, अनुभाग अधिकारी



New Delhi, the 25th June, 2014

## SCHEDULE

**S.O. 1869.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. 1278/2004) of the Central Government Industrial Tribunal-cum-Labour Court Ahmedabad as shown in the Annexure, in the industrial dispute between the management of Bank of Baroda and their workmen, received by the Central Government on 25/06/2014.

[No. L-12013/71/98-IR(B-II)]

RAVI KUMAR, Section Officer

### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AHMEDABAD

#### Present :

Binay Kumar Sinha,  
Presiding Officer, CGIT-cum-Labour Court,  
Ahmedabad, Dated 13<sup>th</sup> May, 2014

#### Reference: (CGITA) No-1278/2004

Reference: (I.T.C) No-9/1999(old)

Reference Order No.L- 12013/71/98 IR (B-II)

The Assistant General Manager,  
Regional Office, Bank of Baroda,  
(Surat District Branch)  
Saifee Building, Dustch Road, Nanpura,  
SURAT (GUJARAT) 395001. ....First Party

#### And

Their Workman  
Shri Mahesh G. Shah,  
Through the General Secretary,  
Surat Mazdoor Sabha,  
101, Shalibhadra,  
Nanpur, Tamaliwad, Surat  
SURAT (GUJARAT)-3950031 . . . .Second Party

For the First Party:- Shri Jaivadan B. Jariwala,  
Advocate

(But Failed to attend this tribunal  
at Head Quarter for argument)

For the Second Party:- Shri Mahesh G. Shah,  
(the workman himself)

### AWARD

The Government of India/Ministry of labour, New Delhi vide its order No. 12013/71/98 (IR(B-II)) dated 19.03.1999/30.03.1999, referred the dispute for adjudication to the Industrial Tribunal, Surat (Gujarat) in relation to the matters specified in the Schedule:

“Whether the action of the management of Bank of Baroda, Surat through the Asst. General Manager (SCR), Bank of Baroda, Surat in imposing the punishment of stoppage of one increment with cumulative effect with the further direction to recover Rs. 20,000.00 from the concerned workman Sh. M.G. Shah and not to consider the period of suspension as period on duty is legal, just, proper and proportionate to the charges allegedly to have been committed by the workman? If not, what relief the concerned workman is entitled to and for what other directions are necessary in the matter?”

2. The case of the 2<sup>nd</sup> party (Union) as per statement of claim (Ext.6) narrated 78 pages in narrow compass is that the workman Mr. M.G. Shah was employed in the 1<sup>st</sup> party Bank as cash clerk on 24.08.1981. In February 1988 he was working as Receipt Cashier at the Udhana Branch of BOB. On 11.02.1988 he was performing the duties of Receipt Cashier. On that date while tallying the cash received from customer in the cash counter there was a shortage of Rs. 20,000.00/- in the total receipt on 11.02.1988. Mr. M.G. Shah is said to have made oral submission to the Branch Manager of Udhana Branch in this regard. On the next day i.e. 12.02.1988 he gave a letter in writing to the Branch manager for lodging a criminal case and also submitted that there is no negligence on his part for the cash shortage of Rs. 20,000/- in receipt cash on 11.02.1988 and that a person who performed the duty to assist him is responsible for the said shortage. The Branch manager on 12.02.1988 gave reply to Sh. M.G. Shah to make good shortage of cash and to give explanation as to how shortage has occurred on in the cash on 11.02.1988. Subsequently the workman M.G. Shah offered to make good the shortage by way of monthly instalment which was not accepted. The concerned workman was suspended vide letter dated 03.03.1988 issued by the Regional Manager of Bank. A criminal case for the offence u/s. 409 I.P.C. of criminal misappropriation of Bank money of Rs. 20,000/- was lodged at Police station against the workman. A disciplinary proceeding was also initiated by issuing chargesheet dated 17/19.05.1988 as to gross negligence of causing shortage of cash receipt of Rs. 20,000 on 11.02.1988 regarding (1) your act prejudicial to the interest of the Bank (2) you did an act of gross negligence involving or likely to involve the Bank in a serious loss (3) you acted in a manner unbecoming of a Bank employee. However, during pendency of the criminal case/trial the domestic inquiry remained in abeyance. Further case is that since the workman was acquitted of the charge u/s 409 I.P.C. by C.JM, Surat on 31.01.1994 and so, there was no justification to initiate domestic inquiry for the same charge of shortage of money of Rs. 20,000/-. However, suspension order was revoked vide order dated 03.05.1991 seeing the protracted criminal trial against him. Thereafter departmental enquiry proceeded against the workman which had been kept in abeyance during criminal trial. Also such plea was



taken that inquiry was not conducted observing the principles of natural justice and opportunity was not given to defend properly. On these scores, prayer is to set aside the punishment order passed by the disciplinary Authority as to stoppage of one increment with cumulative effect and also to direct the Bank to treat the period of suspension of the workman MR. M.G. Shah spent on duty and for payment of pay of suspension period with interest and also to repay Rs. 20,000/- to him (workman) by the Bank with interest to release and pay the difference of increment which had been stopped with cumulative effect and also for cost of this case.

3. As against this the contention of the 1<sup>st</sup> party (Bank) pleading inter alia as per written statement (Ext.19) is that the reference is devoid of any merit, and not maintainable, the Union/workman has no valid cause of action and the 2<sup>nd</sup> party (Union/workman) is not entitled to any relief as claimed in the statement of claim. The averments made in all the paragraphs of the statement of claim are baseless and not true and so are not admitted by the Bank (1<sup>st</sup> party) and the 2<sup>nd</sup> party is put to strict proof of the same. It is the case of the 1<sup>st</sup> party that Mr. Mahesh G. Shah was working as a receiving cashier in Udhana Branch at Surat on 11.02.1988. At the end of the day cash shortage of Rs. 20,000/- was found while comparing the total cash receipts as entered by him (Mr. M.G. Shah) in his cash scroll. He was asked to make good the cash shortage. As his reply was not found satisfactory, the Regional Manager, Surat District Region and Disciplinary Authority initiated disciplinary proceedings by issuing a charge sheet dated 19.04.1988. Initially the disciplinary proceedings were kept in abeyance in view of criminal case filed against him (Mr. M.G. Shah). The disciplinary proceedings were restarted since Mr. M.G. Shah was acquitted by C. J.M. giving benefits of doubt to the charge under section 409 I.P.C due to non-proof that the money of Rs. 20,000/- was converted by him for wrongful gain of criminal misappropriation. But in the domestic inquiry under the charge sheet dated 19.05.1988 there is no allegation of criminal breach of trust/ criminal misappropriation rather allegation of gross negligence in taking due and proper care of cash received by him from the customers of the Bank and because of his gross negligence the Bank suffered a loss of Rs. 20,000/-. Initially Mr. M.G. Shah tried to prolong the departmental inquiry on one or other pretext and ultimately he remained present in the departmental inquiry and the inquiry was conducted observing the principles of natural justice and he was allowed to cross examine the management witness and was also allowed to produce his evidence and he was given ample opportunity to defend his case against the charges. After conclusion of inquiry the E.O. in its findings found the charges proved and the disciplinary authority giving opportunities to 2<sup>nd</sup> show cause notice, passed the proper punishment order of stoppage of one increment with cumulative effect and also ordered and confirmed the suspension period of Mr. M.G. Shah as period not spent on

duty and also ordered to recover the loss of Rs. 20,000/- from Mr. M.G. Shah. Moreover it was also decided that Mr. M.G. Shah will not be entitled to any payment over and above the subsistence allowance paid/payable for the period of suspension. Further the case is that inspite of his previous misconduct the disciplinary Authority observed a very lenient view towards the workman Mr. M.G. Shah in awarding lenient punishment of stoppage of only one increment. Further case is that order regarding recovery of Rs. 20,000/- and confirmation of suspension period not spent on duty and he (Mr. Shah) is not entitled to any payment over and above the subsistence allowance is not an order of punishment, but it is an administrative order and so the said part of the order cannot be challenged in this reference. The appeal preferred by the workman Mr. Shah was also dismissed after careful consideration vide order dated 17.10.1997. Alternative plea has been taken that if this tribunal comes to the conclusion that the departmental inquiry was not legal and proper, then the 1<sup>st</sup> party may be allowed to prove the misconduct of Mr. Mahesh G. Shah before this tribunal by conducting fresh enquiry to justify its action so taken. On these scores prayer is made to dismiss the reference with cost.

4. The validity and propriety of domestic enquiry held by the management of the 1<sup>st</sup> party against the 2<sup>nd</sup> party workman Shri M.G. Shah was decided as preliminary issue by Shri P.R. Dave then presiding officer of Industrial Tribunal, Surat in Reference I.T.C. No. 9/99 by order dated 21.11.2002 when the reference case was pending thereon and the domestic enquiry against the workman vitiated and held invalid as against the principle of natural justice and the 1<sup>st</sup> party Bank was directed to justify its action taken against the workman Shri M.G. Shah by conducting fresh inquiry before the tribunal against the chargesheet leveled under the charge sheet dated 19.05.1988. In the fresh inquiry conducted before the tribunal, the 1<sup>st</sup> party examined three witnesses (1) Jitendrabhai Natubhai Desai (ext.175) (2) Subhashbhai Laxmikantbhai Pandya (ext.177) and (3) Bharatbhai Motabhai Desai (Ext. 180). Those witnesses were cross examined at length by the lawyer of the 2<sup>nd</sup> party workman Shri Jayesh Patel, Advocate. As per documentary evidence the 1<sup>st</sup> party has relied upon Ext.137 the Xerox copy of cash Receipt and payment Book dated 11.02.1988, Ext. 138 Xerox copy of cash Discrepancy Register and Ext.139, making good of shortage of cash of Rs.20,000/- by voucher payment from suspense A/c of Bank of Baroda on 11.02.1988 in support of charge sheet dated 19.05.1988 (ext.77).

5. The following issues are taken for determination in this case:-

#### ISSUES

- (i) Is the reference maintainable?
- (ii) Whether the 2<sup>nd</sup> party Union/workman has valid cause of action to raise industrial dispute in this case?

- (iii) Whether the 1<sup>st</sup> party has been able to justify its action so taken against the workman Shri Mahesh G. Shah by conducting fresh inquiry before the Tribunal?
- (iv) Whether imposing punishment of stoppage of one increment with cumulative effect by the Disciplinary Authority against the workman Shri M. Shah is proportionate to the gravity of misconduct as per charge sheet dated 19.05.1988?
- (v) What relief the concerned workman is entitled in this case? What directions are necessary in the matter?

### FINDINGS

**6. ISSUE NO. (iii) & (iv) :-** In the written argument prepared on behalf of the 2<sup>nd</sup> party workman Shri M.G. Shah, it has been challenged that the charges levelled is vague. Now coming to examine the chargesheet (Ext.77) dated 19.05.1988. The charge sheet was issued to Shri M.G. Shah, Cash clerk, Udhana branch Para-1 of charge sheet speaks while working as cash clerk at our Udhana Branch from 04.09.1981 to 25.02.1988 it has been reported against you as under:-

Para-2:- on 11.02.1988 while you were working as Receipt cashier at our Udhana branch an amount of Rs. 20,000/- was found short in your cash till due to your sheer negligence.

Para-3 you were advised to make arrangement for the shortage found in your till.

Para-4:- You submitted explanation denying your liability vide your letter dated 18.02.1988 and 22.02.1988 which are not found satisfactory.

Para-5:- Due to your above acts the Bank may suffer a loss of Rs. 20,000/-

Para-6:- Your above acts of commission and omission if proved would amount to gross misconduct in terms of bipartite settlement.

Para-7:- It has been therefore decided to institute a departmental enquiry. Accordingly, the Bank charges you as under:-

- a) You did an act prejudicial to the interest of the Bank.
- b) You did an act of gross negligence involving or likely to involve the Bank in a serious loss.
- c) You acted in a manner unbecoming of a Bank employee.

Para-8:- It has been decided to ..... hold a departmental enquiry against you.....

Para-9:- You may give your written statement in your defence to E.O. at least seven days before..... permitted

to be defended by a representative of the registered trade Union of Bank employees.....

Para-10:- Enquiry may proceed if you do not remain present before inquiry officer.....

The charge sheet contains factual aspect of allegation together with article of charge. From plain reading of charge sheet it does not appear that there is any vagueness or ambiguity. So the contention raised as to vagueness of charges has no leg to stand.

7. Vide Ext.175 Witness Jitendrabhai Desai deposed he was chief (Head) Cashier & payment cashier at Udhana branch from 1973 to 1988, and that he has control of cash safe with joint control of accountant Mr. Pandya. He says concerned workman Mahesh Shah was performing duty of receipt Cashier. Cash peon was performing duty of stitching notes of cash received from customer by receiving cashier. Receipt cashier used to give notes to cash peon and after stitching notes bundle he had to returned stitched notes bundle to concerned cashier vide para-4 he deposed the denomination wise entry of payment made during day on back of cheque is noted along with payment register and at end of day total payment is checked physically with cheques and register for tallying day transaction. Vide para-5 he says system of receipt cashier is such that turn by turn he receives cash from customer with pay in slip and checks denomination and after counting note he puts them on main voucher and counter foil and putting his signature returns counter foil to customer and note down denomination and slip wise all receipt in register. The notes written as per slip is there or not is verified by cashier and same amount with account number is noted down in cash scroll kept with officer and at end of day register and scroll are tallied. At day end after mixing this amount is handed over to Head Cashier. Thereafter mixed cash of receipt and payment cashier deposited in cash safe by calling accountant and he confirm cash is tallied with register and scroll by signing cash balance book along with head cashier. Vide para -7 cash cabin was dividend in two parts (1) cash Payment and (2) Cash receipt. We have to enter in common door and through that I have to go my counter and all three counters can be reached from that common door. Vide para-9, Height of cabin was as good as counter side height. Vide para 11, I or any other cashier has not given any complain in writing regarding condition of cabin and locking system defective. Vide para-12 shortage of Rs. 20,000/- was not traced how it occurred in receiving cashier cabin. Vide para 13 he was shown Ext.137 the noting of Maheshbhai Cash receipt and has signed it. Denomination wise checking of cash was done. Vide para-14 supported that one special voucher was prepared by bank for shortage of Rs. 20,000/-. Ext.139, it was treated payment towards shortage. He proved his signature and stamp on ext.139 and on back of voucher shortage was shown where in signature of Maheshbhai Shah is there. Vide para-15 entry in cash discrepancy register regarding shortage of cash in

Ext.138 that bears signature of branch manager, this witness, receipt cashier Maheshbhai and accountant. Vide para 16 generally any shortage of cash occurs during work then in normal course it is responsibility of cashier. Vide para 17 question asked who is responsible for shortage of Rs. 20,000/- you or Maheshbhai, Answer circumstances are responsible. Admitted circumstances in the instant case is that shortage of Rs. 20,000/- was found in cash receipt counter where Mahesh was receiving cash from the customer and entering denomination of cash in register. So this witness (Head Cashier/Paying Cashier) cannot be held responsible for cash shortage in cash receipt counter/cabin. Vide para -19 last line- this shortage can be due to misappropriation under some circumstances, either mistake or negligence can take place while receiving cash from customer. Vide para-23 it has come that work of stitching of note by standing behind on the day of shortage of Rs. 20,000/- was being done by Bhupendra Patel, Peon. By such question to witness during cross examination the negligence is on part of receipt cashier who was non-else than concerned workman Maheshbhai cannot be shifted to cash stitching peon Bhupendra Patel because overall liability was of receipt cashier and not of stitching peon. Vide para-25 nobody generally enter in cash cabin during functioning. Though some loose statement has been given by Mr. Jitendra Desai paying cashier who is now not in bank service but such statement does not prove helpful to the concerned workman Mr. Maheshbhai from exonerating him from his negligence that causes shortage of Rs. 20,000 on cash counter receiving money from customers on 11.02.1988. Mr. Subhashbhai Laxmibhai Pandya (Witness No.2) Ext. 177 was the accountant in Udhana branch of Bank. He deposed that Jitendra Desai was head cashier and maheshbhai was receiving cashier and no transaction take place between me and receiving cashier. Cash transactions are between receipt and payment cashier. He deposed further cash taken out from strong room is noted in register how many bundles of which denomination are taken out. Jitubhai Desai makes payment during day time and he note details of payment to customers in payment register. Cash received by receiving cashier is noted in receipt register kept with him. Denomination wise nothing is done, in this way after tallying all receipt received by him hand over to head cashier. By verifying how much cash payment and receipt has been transacted head cashier closes cash and counts the cash lying with him and after properly mixing cash. Cash balance on hand is kept in strong room at day end and strong room is closed with dual control key and noting in cash balance book is also done. He further deposed nobody can take away cash from the closed counter cabin. For helping cashiers one peon is there who stitches note bundles and this way he returns bundles after stitching. He supported that on 11.02.1988 shortage of Rs. 20,000/- was found in receiving cashiers counter. This shortage was found in cash of Mr. M.G. Shah. Reason for

this shortage may be mistake in receiving cash from customer. He further stated that Mr. Mahesh did not make good of shortage in spite of reminder and as per instruction Rs. 20,000/- was debited to suspense account and voucher was prepared for that referred Ext. 139, containing his signature as well signature of manager B. Desai and M.G. Shah. He supported shortage was noted in cash discrepancy register Ext. 138 signed by him, manager M.G. Shah (concerned workman) and head cashier. He also supported the receipt register (Ext.137) signed by M.G. Shah concerned workman. He has to keep record of receipt received during whole day. If any shortage is found during day, he is responsible for that. He was cross examined at length by the 2<sup>nd</sup> party workman's lawyer but nothing significant has been gained to discredit his testimony for exonerating Mr. Mahesh of his negligence causing shortage of Rs. 20,000/- on 11.02.1988. Third witness is Mr. Bharatbhai Motabhai Desai who was working as Sr. Branch Manager at Undhana Branch between 07.08.1987 to 26.04.1989. According to him workman Shri M.G. Shah was performing his duties as receipt cashier, Jitubhai Desai was head cashier/paying cashier. Cash control was with accountant Subhashbhai Pandya. One key was kept with him and other key of cash safe was with Jitubhai Desai where Bank's cash balance was kept. For doing work of cashier separates cabin were there condition of cash cabin was good. This has been supported by witness No. 2 Pandya (Accountant) All the three witnesses have supported that for work of paying cashier and receiving cashier separate cabin was there at Udhna branch. He came to know about shortage of Rs. 20,000/- through accountant Shri Pandya. Even after rechecking shortage of Rs. 20,000/- remained unchanged Regional officer was informed and according to their instruction by obtaining signature of M.G. Shah, Accountant Pandya and I signed general ledger suspense account. The said shortage was adjusted and Mr. M.G. Shah was informed to pay Rs. 20,000/- He did not pay money at that time and that Bank has suffered economical loss and amount was kept with suspense account till he did not paid. He supported Ext.139 (voucher). Supported Ext. 138 cash discrepancy register signed by him, Pandya and M.G. Shah. He supported Ext. 137 receiving cash register signed by M.G. Shah and which is also in his writing. This witness filed police complaint on 13.02.1988 at police station, regarding the incidence of 11.02.1988. He denied that Mr. M.G. Shah was first person to inform him regarding shortage of Rs. 20,000/- rather accountant Mr. Pandya informed him. This witness was also cross examined at length by workman side (2<sup>nd</sup> party) could not gain signafanlty to discredit testimony of Bank manager regarding the incidence of shortage of Rs. 20,000/- by receiving cashier Mr. Mahesh G. Shah. It has come in cross examination Mr. Shah and Jitubhai were sitting side by side in cabin. On 11.02.1988 Bhupendra Patel was working in cash cabin. He was not sitting in cashier cabin but has to perform his work by

sitting in separate space allotted outside cabin. Bhuupendrawas doing work of stitching note bundles. He stated that he heard regarding fraud committed by Bhupendra worth Rs. 3 Lakh subsequently. Subsequent offence/misconduct by Bhupendra in no way will connect that on 11.02.1988 since he was stitching note bundles of receiving cashier and paying cashier so he might have been involved causing shortage of Rs. 20,000/- out of money received from customer by the concerned workman Shri Mahesh G. Shah. F.I.R. was not lodged jointly against Mahesh and Bhupendra rather it was lodged solely against Mahesh by witness No. 3 (Branch Manager) Bharatbhai Desai. More so, departmental inquiry as to gross negligence causing shortage of Rs. 20,000/- was initiated against concerned receiving cashier Shri Mahesh and not against Peon Bhupendra having duty of stitching note bundles of both cashiers-receiving cashier and paying cashier. The 2<sup>nd</sup> party lawyer has cross examined all the three witness on the point that locking system of cash cabin was defective in respect of which out of three witnesses only witness No. 1 has stated about defectiveness to some extent but witness No 2 and 3 have categorically stated that locking system of cashier cabin and main gate of cashier counter were quite O.K. The witnesses have categorically ruled out possibility of entering in cash cabin by peon Bhupendra or any outsider. Bhupendra was returning stitched bundles to cashier by not entering into cash cabin rather through small size window hole.

8. The case law reported in 2007 LLJ 1004 S.C (Govt. of A.P. vs. A.B. Rayad) on vagueness of charge is not at all applicable in the instant case because chargesheet given to concerned workman Mr. Mahesh is crystal clear having no ambiguity and the evidence in domestic inquiry has to be considered on preponderance of circumstances and not requiring proof of misconduct beyond all reasonable shadow of doubt as it require in criminal trial as to charge of criminal misappropriation or criminal breach of trust and cheating. Admitted position is this that Mr. Shah was sitting in receiving cashier cabin separate of paying cashier cabin and also separate of duty place of stitching of note bundles by peon Bhupendra Patel on 11.02.1988. It is sole duty and function of Mr. Mahesh being receipt cashier to enter in the register as to denomination of note in receipt register/cash scroll after receiving cash from different customers from cashier receipt counter. It was also duty and function of Mr. Mahesh to give note bundles for stitching to Bhupendra through a small window hole and after stitching Bhupendra had to return the stitched note bundle to him (Mr. Mahesh). It was duty and function of Mahesh to verify the cash received from customer at day end of business hour through entry in cash receipt register and then to hand over the entire cash received from customer to paying cashier/ Head Cashier for its keeping in iron safe by calling accountant who keep one of key of

strong room iron safe in the bank and another key with Head Cashier. So there is no need to explain in the charge sheet as to detail manner of acts of Mr. Mahesh prejudicial to bank's interest. Mr. Mahesh was asked to make good the shortage of Rs. 20,000/- but he did not do show and harping on the tune that he is innocent. The question is clear how Mr. Mahesh can be innocent because he had received money from customers during business hours on 11.02.1988 and no one entered in his cabin and so shortage of Rs. 20,000/- was due to his negligence and not due to negligence of paying cashier or notes bundle stitching peon Bhupendra. So the negligence as to acted in a manner unbecoming of bank employee or gross negligence for which bank is likely to suffer loss are clear charges levelled against Mr. Mahesh having no iota of vagueness. The case law of A.I.R. 1981 S.C. 858 is not applicable in the instant case as relied upon by the 2<sup>nd</sup> party. More so, acquittal of Mr. Mahesh in criminal case for the charge u/s. 409, 420 I.P.C. after giving benefit of doubt by trial Magistrate has no bearing to the gross negligence on part of Mr. Mahesh that he caused shortage of Rs. 20,000/- on 11.02.1999 charge for criminal offence required proof beyond all reasonable doubt having with criminal intent/ mensrea. But the charge of gross negligence in domestic inquiry can be established by preponderance of evidence not requiring proof beyond reasonable doubts by establishing that the charge sheeted employee was performing duty of receiving cashier and was taking money from customer under pay in slip/ vouchers and had duty to note details in receipt register and any shortage found in physical verification of cash, the liability is upon the receiving cashier for causing such shortage of money and the circumstances itself speaks a volume that due to his gross negligence Bank was put to financial loss.

9. The case law of Arbind Kumar Hiralal Mehta Vs. Bank of Baroda (1983 LLR 30 Bombay is not applicable in the instant case because charge sheet (Ext.77) issued to Mr. Mahesh concerned workman is without vagueness and ambiguity. The case law of RoopsinghNegi Vs. P.N. B & others (2009 LLR 252 S.C.) is not applicable in the instant case because acquittal of concerned workman Mr. Mahesh in criminal trial has not been followed by his dismissal in domestic inquiry proceeding rather punishment of stoppage one increment was imposed and the Bank has every right by administrative order to recover the amount of shortage of money caused due to gross negligence on part of concerned workman Mr. Mahesh. The case law of Neeta Kalpesh Vs. P.O. Labour Court & another of S.C. in C.A no. 6079 of 1988 is based on dismissal of delinquent workman where as in the instant case concerned workman was awarded punishment of stoppage of one increment and in the given case law management declined to lead evidence where as in the instant case management has lead fresh evidence before the tribunal after vitiating of



domestic inquiry. In the instant case the management has lead evidence denovo before the tribunal. So case law reported in 2005 (107) FLR 268 Allahabad H.C. has no applicability. The case law reported in 2007 (112) FLR 1216 Karnataka H.C. is not applicable in the instant case because the workman was not dismissed rather he was awarded punishment of stoppage of one increment. The case law of HanmantPandurangIndarkar Vs. Tata Engineering and Locomotive (2006 (109) F.L.R. 443 Bombay High Court rather go to support the case of the 1<sup>st</sup> party when inquiry vitiated and the management company was entitled to examine all its witness afresh. In the instant case the management of B.O.B. examined all the witness afresh before the tribunal and they were cross examined at length on behalf of concerned workman. The case law reported in 1981 (o) GLHEL S.C. 32957 has got no application in the instant case. Likewise case law reported in 1972 (o) SC 2123 has got no application in the instant case. In the instant case since the domestic inquiry vitiated and the management of Bank of Baroda was directed to justify its action by fresh inquiry before the tribunal the management of Bank examined afresh all witnesses who were cross examined at length, so the case law reported in 2004 LLR 495 Bombay H.C. has got no application. The case law cited on behalf of the 2<sup>nd</sup> party BoduTarmamad Vs Dt. Supdt of Police., Jamnagar and another as got no bearing in the instant case. The case law relied on by the 2<sup>nd</sup> party oxford Mission Trust Association Vs. State of West Bengal (2009 (121) FLR 673 Calcutta High Court is not applicable in the instant case because in the given case law factual aspect is termination of workman while on the verge of superannuation. The case law of Sayalmal Bhansali Vs. Judge Labour Court, Udaipur & another can be applicable only when the management of the 1<sup>st</sup> party (Bank of Baroda) fails to justify its action of imposing stoppage of one increment of concerned workman Mr., M.G. Shah. And if the management is justified in its action then the concerned workman cannot claim entitlement of any amount-viz repayment of Rs. 20,000/- by Bank with interest and recovery of full pay during suspension period treating at duty with interest. The case law reported in AIR 2006 S.C. 2129 is not applicable in the instant case and is not helpful to the 2<sup>nd</sup> Party. The case law of Andhra Bank Vs. W.T. Sesha Chalam (2004 (1) GLH 781 S.C is not helpful to the 2<sup>nd</sup> party in the instant case. In the given case law employee who is acquitted in a criminal proceeding was found entitled to full pay and allowance. But in the instant case the 2<sup>nd</sup> party workman Mr. M.G. Shah was suspended but due to protracted criminal trial his suspension was revoked and posted as receipt cashier in another branch . On conclusion of domestic inquiry the Disciplinary Authority imposed punishment of stoppage of one increment with recovery of Rs. 20,000/- having no entitlement of other than period of subsistence allowance during the period of suspension.

10. After careful consideration of the fresh materials on the record as discussed in the forgoing paragraphs. I am of the considered view and therefore find and hold that the 1<sup>st</sup> party (Bank of Baroda) has been able to justify its action taken against the 2<sup>nd</sup> party workman Shri M.G. Shah by conducting fresh inquiry before this Tribunal. On further careful consideration of the order of punishment imposed by the disciplinary Authority dated 5.07.1997. I am of the considered view and therefore further find and hold that imposing punishment of stoppage of one increment with cumulative effect by the workman Shri. Mahesh G. Shah is proportionate to the gravity of misconduct as per charge sheet dated 19.05.1988 and his previous misconduct was not taken into account. I find no any ground to make interference in the punishment order awarded to the workman. SO Issue No. (iii) and (iv) are answered in affirmative.

**11. ISSUE NO. (i) & (ii) :** - In view of the findings above, I further find and hold that the reference is not maintainable and the 2<sup>nd</sup> party workman Shri Mahesh G. Shah has no valid cause of action to raise industrial dispute.

**12. ISSUE NO. (v) :-** In view of the findings, to issue No. (i), (ii), (iii) & (iv) in the foregoing, I further find and hold that the 2<sup>nd</sup> party workman Shri Mahesh G. Shah is not entitled to get any relief in this case.

Accordingly this reference case is dismissed. However no order of any cost.

This is my award.

Let two copies of the award be sent to the appropriate Government for publication u/s 17(1) of the I.D. Act.

BINAY KUMAR SINHA, Presiding Officer

नई दिल्ली, 25 जून, 2014

**का.आ. 1870.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार कोलकाता पतन न्यास के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय कोलकाता के पंचाट (संदर्भ सं. 18/2005) को प्रकाशित करती है जो केन्द्रीय सरकार को 25/06/2014 को प्राप्त हुआ था।

[सं. एल.-32012/2/2004-आई आर (बी-II)]

रवि कुमार, अनुभाग अधिकारी

New Delhi, the 25th June, 2014

**S.O. 1870.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 18/2005) of the Central Government Industrial Tribunal-cum-



Labour Court Kolkata as shown in the Annexure, in the industrial dispute between the management of Kolkata Port Trust and their workmen, received by the Central Government on 25/06/2014.

[No. L-32012/2/2004-IR(B-II)]

RAVI KUMAR, Section Officer

**ANNEXURE**

**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL  
AT KOLKATA**

**Reference No. 18 of 2005**

**Parties:** Employers in relation to the management of Kolkata Port Trust

**AND**

Their workman.

**Present:** Justice Dipak Saha Ray, Presiding Officer

**Appearance:**

On behalf of the Management : Mr. Gautam Mukhopadhyay,  
Industrial Relations Officer  
Advocate.

On behalf of the Workman : None.

State : West Bengal. Industry: Port & Dock.

Dated: 26<sup>th</sup> May, 2014.

**AWARD**

By Order No.L-32012/2/2004-IR(B-II) dated 28.04.2005 the Government of India, Ministry of Labour in exercise of its powers under Section 10(1)(d) and (2A) of the industrial Disputes Act, 1947 referred the following dispute to this Tribunal for adjudication:

“Whether the action of the management of Kolkata Port Trust in awarding punishment of reducing pay by three stages for a period of three years with cumulative effect and not allowing to draw increment for the above period in respect of Sh. Dharamraj Jeswra is legal and justified ? If not, to what relief the concerned workman is entitled to?”

2. When the case is taken up for hearing, none appears on behalf of the union, though the management is represented by its authorized representative. It appears from the record that on the previous day opportunity was given to the union to appear before the Tribunal, but the union has not turned up.

3. Considering the above, it may reasonably be presumed that the union does not want to proceed with the case further, Perhaps the union has got no grievance against the management

4. In view of the above, instant reference case is disposed of by passing a “No Dispute Award”

Dated, Kolkata, The 26<sup>th</sup> May, 2014.

JUSTICE DIPAK SAHA RAY, Presiding Officer